CANADIAN NATIONAL SETTLEMENT AGREEMENT

made as of April 1, 2026 between

TYSON LARENCE (the "**Plaintiff**")

and

HONK MOBILE INC. (the "**Defendant**")

RECITALS:

WHEREAS the Plaintiff commenced a proposed class proceeding on August 19, 2024;

WHEREAS the Plaintiff alleges, among other things, that the Defendant engaged in conduct contrary to sections 52(1.3) and 54 of the *Competition Act* in the display of its Service Fee, and thereby misled customers, causing the Plaintiff and Class Members to suffer loss and/or damage;

WHEREAS the Defendant denies all of the Plaintiff's allegations and does not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, liability, wrongdoing, or fault of any kind by the Defendant, as alleged in the Proceeding or otherwise;

WHEREAS despite the Defendant's belief that the allegations advanced in the Proceeding are unfounded and that it has good and reasonable defences both to certification and on the merits, the Defendant has agreed to enter into this Settlement Agreement to achieve a final nation-wide resolution of all claims asserted, or which could have been asserted against it by the Plaintiff in the Proceeding, and to avoid further expense, inconvenience and the distraction of protracted litigation;

WHEREAS the Parties intend by this Settlement Agreement to resolve all past, present and future claims of the Plaintiff and Class Members arising out of or relating to the allegations pleaded in the Proceeding, without admission or prejudice whatsoever;

WHEREAS the Parties, with counsel, engaged in arms-length settlement discussions and negotiations that resulted in this Settlement Agreement, which includes all of the terms and conditions of the settlement between the Defendant and the Plaintiff, both individually and on behalf of the Class Members he seeks to represent, subject to the approval of the Court;

WHEREAS the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims, and having regard to the burden and expense of litigating the Proceeding, including the risks and uncertainties associated with certification, trials, and appeals, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiff and Class Members;

NOW THEREFORE in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that all claims of the Plaintiff and Class Members in the Proceeding be settled and dismissed with prejudice and without costs, subject to the approval of the Court, on the following terms and conditions:

Section 1 Definitions

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

(a) ***Account*** means the account of a Class Member on the Platform;

(b) ***Application*** means the Defendant's mobile application;

(c) ***Court*** means the Supreme Court of British Columbia;

(d) ***Class*** means all persons located in Canada who used the Platform and paid a Service Fee between June 23, 2022 and July 24, 2024;

(e) ***Class Counsel*** means Slater Vecchio LLP;

(f) ***Class Counsel Fees*** includes all of the fees and disbursements of Class Counsel, inclusive of taxes, for a total of 25% of the Settlement Amount (as defined below);

(g) ***Class Members*** means members of the Class but excludes the following:

(i) the directors and officers of the Defendant;

(ii) any judge of a court who has heard or will hear any motion or application in respect of the Proceeding; and

(iii) any person who opts out of the Proceeding;

(h) ***Class Period*** means June 23, 2022 to July 24, 2024;

(i) ***Credit*** means promotional codes to be sent to each Class Member by email to be used to complete a purchase on the Platform in the form of a single, one-time use only, non-transferrable, non-refundable, and non-cash convertible credit of $0.35, in accordance with the Settlement Agreement, and redeemable at check-out. Credits will expire on December 31, 2027.

(j) ***Defence Counsel*** means Osler, Hoskin & Harcourt LLP;

(k) ***Distribution Protocol*** means the protocol attached as Schedule F**;**

(l) ***Effective Date*** means the date set out in Section 4.3(e);

(m) ***Final Order*** means the later of a final judgment pronounced by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such judgment has expired without any appeal being taken, or once there has been an affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals;

(n) ***Notices*** mean the First Notice and Second Notice as approved by the Court, as described in Section 10;

(o) ***Opt-Out Deadline*** means 40 (forty) days from the first publication of the First Notice;

(p) ***Parties*** means the Plaintiff and the Defendant;

(q) ***Payment Service*** means the service the Defendant provides to users by enabling online payment for parking;

(r) ***Platform*** means collectively the Payment Service, the Application, and the Website;

(s) **Proceeding** means *Tyson Larence v. Honk Mobile Inc.*, SCBC Vancouver Registry No. S-245665;

(t) ***Released Claims*** means any and all manner of claims, demands, actions, suits, debts, judgments, losses, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, relating in any way to any conduct anywhere related to, arising from, or described in the pleadings filed in the Proceeding (or which could have been alleged in the Proceeding) including, without limitation, any such claims which have been, might have been, are now, or could have been asserted by any Plaintiff or any Class Member in an individual or representative capacity, directly or indirectly, whether in Canada or elsewhere, arising out of, based upon, or related to, in whole or in part, the alleged facts and circumstances underlying the claims and causes of action set forth in (or that could have been raised in) the Proceeding;

(u) ***Releasees*** means, jointly and severally, individually and collectively, the Defendant and all of its present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, lawyers, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators, assigns, beneficiaries and *ayants-droits* of each of the foregoing;

(v) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiff and the Class Members and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers, assigns, beneficiaries and *ayants-droits*;

(w) ***Settlement Agreement*** means this agreement, including recitals and schedules;

(x) ***Service Fee*** means the fee charged by the Defendant to users in consideration for the use of the Payment Service on the Platform;

(y) ***Website*** means the Defendant's website, honkmobile.com.

Section 2 Condition Precedent

2.1 Subject to section 8.4, this Settlement Agreement shall be null and void and of no force or effect, unless the Court approves this Settlement Agreement, the orders contemplated herein have become Final Orders, and the Effective Date has occurred.

Section 3 Settlement Amount

3.1 Contingent on the approval of the Settlement Agreement by the Court, the Defendant has agreed to compensate the Class Members by offering Credits in a total aggregate value of $347,340 (the "**Total Credit Amount**") to be used on the Platform, without any admission of liability, in accordance with this Settlement Agreement.

3.2 The following fees and costs shall be paid or borne by the Defendant, in addition to the Total Credit Amount:

(a) Subject to the approval of the Court, Class Counsel Fees in the amount of $115,780, inclusive of disbursements and taxes, (together with the Total Credit Amount, for a total of $463,120, the "**Settlement Amount**");

(b) The cost of publication by email of the notices to Class Members, as set out in Section 10;

(c) The internal costs of distribution of the Credits to the Class Members; and

(d) Paying the costs of the mediator's services incurred in connection with the mediation that resulted in this Settlement Agreement.

3.3 The Settlement Amount shall be provided in full satisfaction of the Released Claims against the Releasees.

3.4 The Defendant shall have no obligation to pay to the Plaintiff, Class Counsel, or the Class Members any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceeding. This clause is material.

3.5 Within thirty days of the Effective Date, the Defendant shall pay Class Counsel the Class Counsel Fees, in accordance with Section 5.

Section 4 Settlement Approval

4.1 The Parties will use their best efforts to implement this settlement, obtain approval of this Settlement Agreement from the Court, and secure the prompt, complete and final disposition of the Proceeding.

4.2 The Parties agree to consent to certification of the Proceeding solely for settlement purposes.

4.3 Settlement approval shall be sought in the following way:

(a) As soon as practicable after execution of this Settlement Agreement, the Plaintiff and Class Counsel shall bring an application before the Court for consent certification of the Proceeding on behalf of the Class for settlement purposes only and for approval of the First Notice described in Section 10 (the "**Certification and Notice Approval Order**");

(b) The Certification and Notice Approval Order shall be substantially in the form attached as Schedule A.

(c) As soon as practicable after (i) the First Notice described in Section 10 has been published and (ii) the deadline for opting out of the Class and objecting to the settlement have expired, the Plaintiff and Class Counsel shall bring an application before the Court for an order approving this Settlement Agreement (the "**Settlement Approval Order**").

(d) The Settlement Approval Order shall be substantially in the form attached as Schedule E.

(e) If no appeal is taken from the Settlement Approval Order, the Settlement Approval Order will be deemed final 30 days after it is pronounced or, if any appeal is taken, upon the final disposition of the appeal (the "**Effective Date**").

Section 5 Class Counsel Fees

5.1 Class Counsel may bring an application to the Court for approval of Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement or at such other time thereafter as they determine in their discretion.

5.2 Class Counsel Fees will be awarded at the discretion of the Court.

5.3 The Defendant will not make submissions in relation to Class Counsel Fees.

5.4 The approval of Class Counsel Fees is not a material term of this Settlement Agreement and this Settlement Agreement shall not be contingent upon Court approval of Class Counsel Fees. A separate order will be taken out dealing with Class Counsel Fees.

5.5 The Defendant will pay Class Counsel the Class Counsel Fees after the Effective Date.

Section 6 Releases and Dismissals

6.1 Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors will fully, finally, forever and absolutely release, relinquish, acquit, and discharge the Releasees from and for the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may

have, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity, any Released Claims.

6.2 The Plaintiff and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those they now know or believe to be true concerning the subject matter of the Proceeding, the facts and circumstances alleged in the Proceeding, or the release herein. Nevertheless, without limiting any other provisions herein, it is the intention of the Plaintiff and Class Members in executing this Settlement Agreement fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims which exist, hereafter may exist, or may have existed (whether or not previously or currently asserted in any action or proceeding) relating in any way to the subject matter of the Proceeding or in relation to any of the facts and circumstances alleged therein.

6.3 Upon the Effective Date, each Releasor will be forever barred and enjoined from continuing, commencing, instituting, maintaining, asserting or prosecuting, 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 legislation or at common law or equity, in respect of any Released Claims. For greater certainty and without limiting the foregoing, the Releasors shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.

6.4 Upon the Effective Date, the Proceeding shall be dismissed, with prejudice, as against the Defendant and without costs to the Parties.

6.5 Upon the Effective Date, each Class Member shall be deemed irrevocably to consent to the dismissal, with prejudice, of any other action or proceeding relating to the Released Claims against the Releasees and all such actions or proceedings shall be dismissed, with prejudice.

Section 7 No Admission of Liability

7.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is 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, regulation or law, or of any wrongdoing or liability by the Defendant, or of the truth of any of the claims or allegations made in the Proceeding, or in any other pleading filed by the Plaintiff or Class Members related to the subject matter of the Proceeding or the facts or circumstances alleged therein.

7.2 The Parties further agree that, whether or not this Settlement Agreement is finally approved or is 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 proceeding, except in a proceeding to seek court approval of this Settlement Agreement, to give effect to and enforce the provisions of this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise permitted by law.

Section 8 Termination of Settlement Agreement

8.1 The Parties expressly reserve all their respective rights and may terminate this Settlement Agreement in the event that:

(a) the Court declines to certify the Proceeding for the purposes of settlement, or any such certification is reversed or altered on appeal;

(b) the Court declines to approve this Settlement Agreement or any material part thereof or approves this Settlement Agreement in a materially modified form, or any such approval is reversed or altered on appeal;

(c) the Court issues an order approving the settlement that is not substantially in the form attached to this Settlement Agreement as Schedule E; or

(d) the Settlement Approval Order does not become a Final Order.

8.2 Any order, ruling or determination with respect to Class Counsel Fees, except any order contrary to Section 3.4, or the Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not constitute any basis for the termination of this Settlement Agreement.

8.3 If material parts of the Settlement Agreement are not approved, or if approval of any material portion or provision of the Settlement Agreement is reversed or altered on appeal, or if terminated in accordance with Section 8.1, then:

(a) this Settlement Agreement shall become null and void and shall have no further force or effect except as provided for in Section 8.4;

(b) the Parties shall be restored to their respective positions in the Proceeding immediately prior to reaching the settlement;

(c) any order by the Court certifying the Proceeding for the purposes of settlement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and shall be without prejudice to any position of any of the Parties on any issue in the Proceeding or any other proceeding; and

(d) documents or communications related to the settlement (including the minutes of settlement and this Settlement Agreement) shall have no force or effect, with all applicable privilege protections maintained, and shall not be admissible in evidence for any purpose in the Proceeding or in any other action or proceeding whatsoever.

8.4 If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of this Section and Sections 7 and 12.5 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 those aforementioned sections, within the meaning of this Settlement Agreement, but for no other purpose. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall immediately cease and become void and of no force or effect.

Section 9 Administration

9.1 The Defendant will be responsible for the following, including all associated costs:

(a) providing the Notices to the Class Members by email in accordance with Section 10 herein;

(b) responding to inquiries from Class Members related to the Credits; and

(c) distributing the Settlement Amount in accordance with the Distribution Protocol.

9.2 The costs of such administration are included in the costs and fees to be paid by the Defendant as set out in Section 3.2.

9.3 Class Counsel will be responsible for the following, including all associated costs:

(a) posting the Notices on Class Counsel's website, and any other distribution ordered by the Court, unless otherwise agreed by the Parties;

(b) responding to inquiries from Class Members related to the settlement; and

(c) receiving and maintaining any Class Member correspondence regarding opting out of the Proceeding or objections to the settlement.

Section 10 Notice of the Settlement Approval Hearing

10.1 Class Members will be given notice of this Settlement Agreement and (i) the certification of the Proceeding against the Defendant for settlement purposes only, and (ii) the hearing at which the Court will be asked to approve the Settlement Agreement (the "**First Notice**").

10.2 The First Notice described in Section 10.1 will be substantially in the form attached as Schedule B (short form and long form) or as otherwise agreed by Class Counsel and Defence Counsel and approved by the Court, or in a form ordered by the Court.

10.3 The First Notice shall be disseminated in English and French following the issuance of the Certification and Notice Approval Order, in the following manner, unless otherwise ordered by the Court:

(a) The short form notice shall be sent by email to the email addresses identified by the Defendant for those Class Members for whom the Defendant has an email address; and

(b) The long form notice shall be posted on Class Counsel's website.

10.4 After the Effective Date, Class Members will be given notice of the Settlement Approval Order and how distribution of the Credits will take place, in accordance with the Distribution Protocol in Schedule F (the "**Second Notice**").

10.5 The Second Notice described in Section 10.4 will be substantially in the form attached as Schedule D or as otherwise agreed by Class Counsel and Defence Counsel and approved by the Court, or in a form ordered by the Court.

10.6 The Second Notice shall be disseminated in English and French following the Effective Date, in the following manner, unless otherwise ordered by the Court:

(a) The short form notice shall be sent by email to the email addresses identified by the Defendant for those Class Members for whom the Defendant has an email address and who did not opt-out in accordance with Section 11; and

(b) The long form notice shall be posted on Class Counsel's website.

10.7 If the Court requires that additional notice be published, the Plaintiff agrees to pay the costs of publishing such additional notice, unless otherwise agreed by the Parties.

Section 11 Opt-Outs

11.1 Persons who want to opt out of the Proceeding must do so by sending a written election to opt out ("**Election**") by pre-paid mail, courier or email to Class Counsel at an address identified in the First Notice. An Election will only be valid if it is received by Class Counsel on or before the Opt-Out Deadline.

11.2 In order to be valid, the Election must be signed by the person who wishes to opt out and it must either (i) be in the form attached as Schedule C or (ii) contain the following information:

(a) the person's full name, current address and telephone number;

(b) proof of class membership in the form of their Account information, whether present or past;

(c) a statement to the effect that the person wishes to be excluded from the Proceeding; and

(d) the reasons for opting out.

11.3 Opt-out forms or documents that purport to opt out multiple Class Members, or so-called "mass" or "class" opt-outs, shall not be permitted.

11.4 Upon the Settlement Approval Order becoming a Final Order, any Class Member who has not opted out of the Proceeding shall be bound by the terms of the Settlement Agreement.

11.5 With respect to any potential Class Member who validly opts out from the Proceeding, the Defendant reserves all of its legal rights and defences.

Section 12 Miscellaneous

12.1 The Recitals set out herein are incorporated with and form part of this Settlement Agreement.

12.2 The Schedules annexed hereto form part of this Settlement Agreement.

12.3 Class Counsel or Defence Counsel may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement. All applications contemplated by this Settlement Agreement, including applications to the Court for directions, shall be on notice to counsel for the Parties.

12.4 Except as otherwise provided herein, the Parties shall bear their own respective costs of the Proceeding and the approval and implementation of the Settlement Agreement. Class Counsel has no liability with respect to the administration of the Settlement Amount.

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

12.6 The Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in the Settlement Agreement. Neither of the Parties shall 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 This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto.

12.8 This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Class Members, the Defendant, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made by the Defendant shall be binding upon all of the Releasees.

12.9 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 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.

12.10 Each of the undersigned represents that they are fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

12.11 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 electronically transmitted signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original or electronic form provided that it is duly executed.

12.12 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 email, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff and for Class Counsel in the Proceeding:

Attn: Sam Jaworski
Slater Vecchio LLP
18th Fl, 777 Dunsmuir Street
Vancouver, BC V7Y 1K4

sjj@slatervecchio.com

For the Defendant:

Attn: Chris Naudie / Emily MacKinnon
Osler, Hoskin & Harcourt LLP
1055 Dunsmuir Street
Suite 3000, Bentall Four
Vancouver, BC V7X 1K8

cnaudie@osler.com / emackinnon@osler.com

12.13 Date of Execution: The Parties have executed this Settlement Agreement as of the date on the cover page.

12.14 English Language: It is the express wish of the parties that this Settlement Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés seulement en anglais.*

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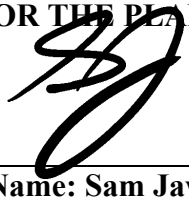
FOR THE PLAINTIFF AND FOR CLASS COUNSEL:



Name: Sam Jaworski
Slater Vecchio LLP
Solicitor for Tyson Larence

FOR THE DEFENDANT:

Name: Emily MacKinnon
Osler, Hoskin & Harcourt LLP
Solicitor for Honk Mobile Inc.

SCHEDULE A

NO. S-245665
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TYSON LARENCE

PLAINTIFF

AND:

HONK MOBILE INC.

DEFENDANT

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

BEFORE } THE HONOURABLE JUSTICE RAMSAY } __/_____/2026

ORDER MADE AFTER APPLICATION

ON THE APPLICATION of the Plaintiff coming on for hearing before the Honourable Madam Justice Ramsay at the courthouse at 800 Smithe Street, Vancouver, B.C., on _____, 2026; on reading the materials filed, including the settlement agreement dated ● ("**Settlement Agreement**"), and on hearing Sam Jaworski and Justin Giovannetti for the Plaintiff, and Emily MacKinnon for the Defendant, and on being advised that the Plaintiff and the Defendant consent to this order;

THIS COURT ORDERS that:

1. 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*, R.S.B.C. 1996, c. 50, as amended;

3. the class is defined as: all persons located in Canada who used Honk's Platform and paid a Service Fee between June 23, 2022 and July 24, 2024 (the "**Class**");

4. Tyson Larence is appointed as the representative plaintiff for the Class;

5. the following question is certified as a common issue for settlement purposes only:

> Whether Honk (a) breached section 52(1.3) of the *Competition Act*, RSC c. C-34; (b) breached section 54 of the *Competition Act*, RSC c. C-34; and (c) was unjustly enriched by the receipt of the Service Fee paid by the Class Members?

6. any person who is a putative member of the Class who wishes to opt-out must do so by delivering a written election to Class Counsel by [**DATE**] by pre-paid mail, courier or email at the address specified in the long form notice of settlement approval attached in Schedule B to the Settlement Agreement ("**Long Form Notice**"). The written election to opt-out must either be in the form attached as Schedule C to the Settlement Agreement, or include the information specified in the Long Form Notice;

7. the short form notice and long form notice are hereby approved substantially in the forms attached as Schedule B to the Settlement Agreement; and

8. the plan for disseminating the First Notice as provided for in section 10 of the Settlement Agreement is approved.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER

Signature of Sam Jaworski
Lawyer for the Plaintiff

By the Court:

Signature of Emily MacKinnon
Lawyer for the Defendant

Registrar

SCHEDULE A

[Settlement Agreement]

SCHEDULE B

[Short-Form Notice]

PROPOSED CLASS ACTION SETTLEMENT

NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT APPROVAL HEARING

DID YOU USE THE HONK PLATFORM IN CANADA AND PAY A SERVICE FEE BETWEEN JUNE 23, 2022 AND JULY 24, 2024?

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS

A class action settlement has been reached in *Tyson Larence v. Honk Mobile Inc.*, SCBC Vancouver Registry No. S-245665. The action was certified by the Supreme Court of British Columbia.

The settlement is a compromise and is not an admission of liability or wrongdoing or fault by the defendant. The proposed settlement is subject to court approval. Capitalized terms used herein but not defined have the same meanings as are ascribed to them in the Settlement Agreement.

The class action has been certified on behalf of all persons located in Canada (including their estates, executors, or personal representatives) who used Honk's Platform and paid a Service Fee between June 23, 2022 and July 24, 2024.

The settlement provides for the distribution of a credit of $0.35 to each Class Member by the defendant, for a total of $347,340 in Credits to be distributed to the Class, in exchange for a full release of all claims against it by the Class. The distribution of credits is not an admission of liability, wrongdoing or fault by Honk Mobile Inc.

The representative plaintiff has entered into a contingency fee agreement with class counsel providing for a maximum fee of 25% of the Settlement Amount, including fees and disbursements. Class Counsel will seek approval of their fees at or after the settlement approval hearing.

You are automatically included in the Class and will be bound by the settlement if approved by the Court, unless you opt out. If you do not want to be part of the lawsuit, you must opt out of the proceeding by delivering an opt-out form to Class Counsel by no later than ●, **2026**, as provided in the long form notice.

For members of the Class that wish to object to the settlement, Distribution Protocol, or Class Counsel fees, you must notify Class Counsel no later than ●, **2026**, in the manner set out in the long form notice.

Class Counsel are Slater Vecchio LLP. More information on the settlement (including the opt-out form, the Settlement Agreement, and the long form notice) is available at https://slatervecchio.com/class-action/honk-price-dripping-class-action/.

This notice has been authorized by the Supreme Court of British Columbia.

[Long-Form Notice]

NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT APPROVAL HEARING

DID YOU USE THE HONK PLATFORM IN CANADA AND PAY A SERVICE FEE BETWEEN JUNE 23, 2022 AND JULY 24, 2024?

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS

A class action settlement has been reached between the parties in *Tyson Larence v. Honk Mobile Inc.*, SCBC Vancouver Registry No. S-245665. Capitalized terms used herein but not defined have the same meanings as are ascribed to them in the Settlement Agreement.

The Supreme Court of British Columbia has certified the class action for the purposes of implementing the proposed settlement. The proposed settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault by the defendant. The settlement is subject to the approval of the Court.

The defendant is Honk Mobile Inc.

What is the proceeding about?

The claim alleges that the defendant engaged in conduct contrary to sections 52(1.3) and 54 of the *Competition Act* in the display of its Service Fee, and thereby misled customers. The claim also alleges that in collecting the Service Fee, the defendant was unjustly enriched. The claim alleges that the defendant's alleged breaches of the *Competition Act* and unjust enrichment caused the plaintiff and Class Members to suffer loss and/or damage.

Who are in the Class and affected by the settlement?

The Class consists of "all persons located in Canada who used the Platform and paid a Service Fee between June 23, 2022 and July 24, 2024".

The court has appointed Tyson Larence as a representative on behalf of the Class. Class Counsel are Slater Vecchio LLP.

What are the terms of the settlement?

The settlement provides for the distribution of a credit of $0.35 to each Class Member by the defendant, for a total of $347,340 in Credits to be distributed to the Class, in exchange for a full release of all claims against it by the Class. The distribution of credits is not an admission of liability, wrongdoing or fault by Honk Mobile Inc.

A further hearing will be held on **[DATE]** to seek approval of the Settlement Agreement by the Court. The hearing will take place in at 800 Smithe Street, Vancouver, B.C., before the Honourable Justice Ramsay.

If approved, the settlement will be binding on all members of the Class who do not opt out of the proceeding.

The full settlement terms and court documents are available at https://slatervecchio.com/class-action/honk-price-dripping-class-action/.

How do I participate?

If you want to be a member of this class action and participate in the settlement, you do not need to do anything. You are automatically included as a member of the Class unless you opt out of the proceeding.

What if I do NOT want to participate?

If you do **not** want to participate in the class action, you may exclude yourself ("**opt out**").

In order to opt out, you must complete and sign an opt-out form and deliver it to Class Counsel by mail, courier, or email no later than ●, 2026. The opt-out form is available at [INSERT LINK HERE].

Details on how to submit the opt-out form can be found in section 11 of the settlement agreement and the opt-out form.

The opt-out form must be emailed to ●, or mailed or couriered to:

Slater Vecchio LLP
777 Dunsmuir Street, 18th Floor
Vancouver, BC
V7Y 1K4
Attention: Sam Jaworski

Will I receive compensation from this settlement?

Yes. If you are eligible, you will receive an email with an individualized promotional code providing you with a credit of $0.35 to be used by you at check out on the Platform.

What are the fee arrangements?

Under the terms of their retainer agreement with the representative plaintiff, Class Counsel will seek approval of a fee of up to 25% of the total settlement amount, inclusive of disbursements and taxes.

Class Counsel fees and disbursements are subject to court approval.

Objections

All members of the Class have the right to let the court know of any objection they have to the approval of the Settlement Agreement, Distribution Protocol or Class Counsel fees by delivering a letter or written objection to Class Counsel on or before ●, 2026. If a class member wishes to object, the following information must be included in the letter or written objection delivered to Class Counsel:

(a) The objector's full name, current mailing address, telephone number and email address;

(b) A brief statement of the nature and reasons for the objection;

(c) That the objector is a member of the Class in the form of their Honk Mobile Inc. Account information;

(d) Whether the objector intends to appear at the court hearing on their own behalf or through a lawyer, and if by a lawyer, the name, address, telephone number and email address of the lawyer; and

(e) A statement that the foregoing information is true and correct.

For more information or a copy of the Settlement Agreement, go to [INSERT LINK HERE].

You may also contact Class Counsel at ● or via mail at the address above.

This notice has been authorized by order of the Supreme Court of British Columbia.

SCHEDULE C

[Opt-out Form]

Tyson Larence v. Honk Mobile Inc., SCBC Vancouver Registry No. S-245665 [*Larence*].

By completing this form, you are choosing not to participate in this proceeding or to receive any benefit from it.

If you opt out, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your own claim. By opting out, you will take full responsibility for taking all necessary legal steps to protect your claim.

If you wish to opt out, you must complete, sign, and deliver this opt-out form to Class Counsel by mail, courier, or email no later than ●, 2026, along with proof of class membership in the form of your account information on the Honk Mobile Inc. Platform.

To deliver your opt-out form to Class Counsel, you must email it to ●, or mail or courier it to:

Slater Vecchio LLP
777 Dunsmuir Street, 18th Floor
Vancouver, BC
V7Y 1K4
Attention: Sam Jaworski

I,_____, (full name) hereby exercise my right to opt out of the class certified in *Larence*. I confirm my understanding that I will not receive any benefits under the settlement reached in these proceedings, that I am not represented by Class Counsel, and that I will be responsible for protecting my own interests in relation to the claims asserted in those proceedings.

Date:_____, 202__

Contact information

Address: _____ City: _____
Province: _____ Postal code: _____
Phone number: _____ Email: _____
Honk username: _____
(Note: please ensure that you provide either your Honk username or the email that you used when registering for your Account)

SCHEDULE D

CLASS ACTION SETTLEMENT PAYMENT

NOTICE OF PAYMENT OF CREDIT

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS

A class action settlement has been reached in *Tyson Larence v. Honk Mobile Inc.*, SCBC Vancouver Registry No. S-245665. The action was certified by the Supreme Court of British Columbia.

The class action has been certified on behalf of all persons located in Canada (including their estates, executors, or personal representatives) who used Honk's Platform and paid a Service Fee between June 23, 2022 and July 24, 2024.

On ●, 2026, the Supreme Court of British Columbia approved the settlement of the action.

The settlement provides for the distribution of a credit of $0.35 to each Class Member by the defendant, for a total of $347,340 in Credits to be distributed to the Class, in exchange for a full release of all claims against it by the Class. The distribution of Credits is not an admission of liability, wrongdoing or fault by Honk Mobile Inc.

If you did not opt out of the lawsuit, you are automatically a member of this class action and will receive a Credit of $0.35 to be used at checkout on the Platform.

You will receive an email that will contain an individualized promotional code that will provide you with your Credit. You will be able to enter the promotional code at checkout when completing a purchase on the Platform, which will deduct $0.35 from your total amount owing. The Credit is a single, non-transferrable, one-time use only, non-refundable, and non-cash convertible credit, in accordance with the Settlement Agreement, and redeemable at check-out. You will receive an email with your individualized promotional code by no later than ●, 2026. All Credits will expire on December 31, 2027.

SCHEDULE E

NO. S-245665
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TYSON LARENCE

PLAINTIFF

AND:

HONK MOBILE INC.

DEFENDANT

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

BEFORE } THE HONOURABLE JUSTICE RAMSAY } ____/_____/2026

ORDER MADE AFTER APPLICATION

ON THE APPLICATION of the Plaintiff coming on for hearing before the Honourable Madam Justice Ramsay at the Courthouse at 800 Smithe Street, Vancouver, B.C., on ●, 2026; on reading the materials filed, including the settlement agreement dated ● ("**Settlement Agreement**"); and on hearing Sam Jaworski and Justin Giovannetti for the Plaintiff, and Emily MacKinnon and Maya Churilov for the Defendant, and on being advised that the Plaintiff and Defendant consent to this order:

THIS COURT ORDERS that:

1. all capitalized terms in this order have the same meaning as in the Settlement Agreement attached as **Schedule "A"** to this order;

2. the Settlement Agreement is fair, reasonable and in the best interests of the Class;

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 Class Members, including those persons who are minors or mentally incapable;

5. this action be and is hereby dismissed with prejudice and without costs as against any party;

6. each 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 all such actions or proceedings shall be dismissed, with prejudice;

7. each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims, as set out in the Settlement Agreement;

8. each Releasor shall not now or hereafter 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 legislation or at common law or equity, including under the laws of any foreign jurisdiction, in respect of any Released Claim; and

9. for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court retains an ongoing supervisory role and jurisdiction to administer, supervise, construe and enforce the Settlement Agreement and this order, subject to the terms and conditions set out in the Settlement Agreement and this order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER

Signature of Sam Jaworski
Lawyer for the Plaintiff

By the Court:

Signature of Emily MacKinnon
Lawyer for the Defendant

Registrar

SCHEDULE F

Distribution Protocol

1. Upon approval of the Settlement Agreement and after the Effective Date, the Defendant will email each Class Member that has not opted out with an individualized promotional code that will provide each Class Member with a credit of $0.35, to be applied by the Class Member at check out on the Platform. Once the Class Member enters the promotional code, the $0.35 credit will be deducted from the Class Member's total amount owing.

2. After the Effective Date, the Defendant will make a payment to Class Counsel for Class Counsel Fees, subject to approval of the Court.