

SETTLEMENT AGREEMENT

Made as of 17 October 2025

GABRIEL BOURGEOIS and LIAM HUDSON

and

**MICROSOFT CORPORATION and
MICROSOFT CANADA INC.**

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PREAMBLE

Gabriel Bourgeois and Liam Hudson as proposed Representative Plaintiffs in the Actions, and the Defendants, Microsoft Corporation and Microsoft Canada Inc., hereby enter into this Settlement Agreement and Schedules providing for the settlement of claims arising in the Actions, pursuant to the terms and conditions set forth herein, and subject to approvals of the Courts;

RECITALS

A. WHEREAS, Gabriel Bourgeois commenced the Quebec Action against the Defendants on March 2, 2021 and Liam Hudson commenced the BC Action against the Defendants on July 26, 2023 as proposed class proceedings advancing claims on behalf of all persons in Canada who purchased a “Loot Box” in Microsoft games;

B. AND WHEREAS players who played the game Gears POP! were already issued automatic refunds from the Defendants for Loot Box purchases made between July 30 and October 28, 2020, and the ability to purchase Loot Boxes was terminated in that game;

C. AND WHEREAS, the Actions have not yet been certified or authorized;

D. AND WHEREAS, despite their belief that the allegations advanced in the Actions are unfounded and that they have good and reasonable defences both to certification/authorization and on the merits, the Defendants have agreed to enter into this Settlement Agreement in order to achieve final resolution of all claims asserted or which could have been asserted against them, individually or collectively, by the Plaintiffs in the Actions, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

E. AND WHEREAS, the Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, wrongdoing or blame of any kind, on their behalf or on behalf of their corporate successors or predecessors, either as alleged or at all;

F. AND WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of Class Members in any way arising out of or relating to the Actions;

G. AND WHEREAS the Plaintiffs, Class Counsel and the Defendants 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;

H. AND WHEREAS Liam Hudson asserts that he is an adequate class representative for the Class and will seek to be appointed representative plaintiff in the BC Action;

I. AND WHEREAS the Defendants and Liam Hudson will consent to certification of the BC Action for the sole purpose of implementing this Settlement Agreement, 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;

J. AND WHEREAS, Gabriel Bourgeois will discontinue the Quebec Action following the BC Court's approval of this Settlement Agreement, as provided for in this Settlement Agreement, on the express understanding that such discontinuance shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is terminated or otherwise fails to take effect for any reason;

K. AND WHEREAS, Class Counsel and the Defendants, through counsel, have engaged in extensive, arm's-length negotiations that have resulted in this Settlement Agreement;

L. AND WHEREAS, the Plaintiffs 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 Plaintiffs' claims, and having regard to the burden and expense in prosecuting the Actions, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiff and the Class Members;

M. AND WHEREAS, the Parties therefore wish to, and hereby do, fully and finally resolve the Actions against the Defendants without admission of liability;

N. AND WHEREAS, the Defendants expressly reserve their rights to contest certification and authorization of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings.

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 Class Members shall be settled and dismissed with prejudice as against the Defendants and Releasees and that the Actions shall be discontinued, all without costs to the Plaintiffs, the Class Members they seek to represent and the Defendants, subject to the BC Court retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement, on the following terms and conditions:

SECTION 1: DEFINITIONS

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

- (1) ***Actions*** means the BC Action and Quebec Action.
- (2) ***Affected Accounts*** means the Xbox member accounts held by Class Members used to purchase Loot Boxes in any of the ***Microsoft Games***.
- (3) ***BC Action*** means *Liam Hudson v. Microsoft Corporation and Microsoft Canada Inc.* (Supreme Court of British Columbia, Action No. S-235297, Vancouver Registry).
- (4) ***BC Court*** means the Supreme Court of British Columbia.
- (5) ***Quebec Action*** means *Gabriel Bourgeois v. Microsoft Corporation and Microsoft Canada Inc.* (Superior Court, Action No. 500-06-001132-212, District of Montreal).
- (6) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable in relation to the implementation and operation of this Settlement Agreement, including the costs of notices and claims administration, but excluding Class Counsel Fees.
- (7) ***Cash Payment*** means any cash payments issued to Class Members pursuant to the terms of Section 4.3 of this Settlement Agreement.

- (8) ***Claim*** means a request made by a Class Member for Cash Payment as provided for in Sections 4.1(a), 4.3.1, and 4.3.2. A Class Member may only make a claim for one Cash Payment even if they held more than one Affected Account.
- (9) ***Claims Administrator*** means Concilia Services Inc. or such other entity as may be appointed by the Courts to administer the Settlement Agreement, and any employee of such entity.
- (10) ***Claims Deadline*** is the date that is six (6) months from the Claims Period Commencement Date.
- (11) ***Claim Forms*** means the online form which must be submitted to the Claims Administrator by Class Members in order to claim a Cash Payment pursuant to Section 4.3.2.
- (12) ***Claims Period*** means the period beginning on the Claims Period Commencement Date and ending on the Claims Deadline.
- (13) ***Claims Period Commencement Date*** means the date that Notice of Settlement Approval and Claims Procedures is first published.
- (14) ***Claims Period*** means six (6) months from the Claims Period Commencement Date.
- (15) ***Claims Review Deadline*** is the date that is thirty (30) days after the Claims Deadline.
- (16) ***Class Counsel*** means Slater Vecchio LLP.
- (17) ***Class Counsel Fees*** include the fees of Class Counsel for the prosecution of the Actions, as well as taxes and disbursements, as outlined in Section 7:. Class Counsel Fees are subject to approval of the Court on application by Class Counsel.
- (18) ***Class and Class Members*** means all legal and natural persons and their guardians/tutors or estates who are resident in Canada and who purchased random item Loot Boxes in the Microsoft Games during the Class Period.
- (19) ***Class Period*** means January 1, 2008 until the Execution Date.

- (20) **Courts** mean the BC Court and the Quebec Court.
- (21) **Credit Component** means a one-time grant of \$25 CAD in credits for use at the Xbox Store or at the Microsoft Store issued to Class Members pursuant to the terms of Section 4.2 of this Settlement Agreement.
- (22) **Credit** means an individual Class Member's grant of \$25 CAD in credits as set out in the *Credit Component* definition.
- (23) **Defence Counsel** means Fasken Martineau DuMoulin LLP.
- (24) **Defendants** means Microsoft Corporation and Microsoft Canada Inc.
- (25) **Effective Date** means the date when the Second Order and the approval of the discontinuance become Final Orders.
- (26) **Email Claim Form** means the Claim Form which an individual is directed to when they click the one-click link in the Direct Notice.
- (27) **Execution Date** means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (28) **Final Order** means a final judgment or final approval order entered by the BC Court or the Quebec Court in respect of the approval of this Settlement Agreement or the discontinuance, and implementing it in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the orders or judgments upon a final disposition of all appeals.
- (29) **First Order** means the orders issued by the BC Court to: (1) approve certification for settlement purposes on consent of the Parties; and (2) approve the Notice of Certification and Settlement Approval Hearing, and (3) approve the appointment of the Claims Administrator.
- (30) **Loot Box(es)** is a virtual, in-game item which players can redeem (or "open") to receive a randomized selection of further virtual items for use by players in or in connection with the game; such items include (but may not be limited to): simple customization options for a player's avatar or in-game character; game-changing equipment, new in-game abilities,

character or equipment upgrades or power-ups, or additional avatars/characters/equipment (with temporary or durable effects on gameplay, including relative to other players).

- (31) **Microsoft Games** mean the Microsoft games that had Loot Boxes available for in-game purchases, either with real currency or virtual currency that could be purchased with real currency: Halo 5 Guardians/Forge, Halo Wars 2, GearsPop!, Gears of War 4, Forza Street, Forza Horizon 3, Forza Horizon 4, Forza Motorsport 6, Forza Motorsport 7, Rise of the Tomb Raider, Ryse: Son of Rome, Magic 2015 Duels of the Planeswalkers, Killer Instinct Definitive Edition, and PlayerUnknown's Battlegrounds.
- (32) **Notice of Certification and Settlement Approval Hearing** means the English-language and French-language versions of the notice as approved by the BC Court to inform Class Members of: (1) certification of the BC Action; (2) the date and location of the hearing to approve this Settlement Agreement and the principle elements of this Settlement Agreement; and (3) the Opt-Out procedure, the Opt-Out Deadline, and the method by which Class Members may object to the Settlement Agreement.
- (33) **Notice of Settlement Approval and Claims Procedures** means the English-language and French-language versions of the notice as approved by the BC Court to inform the Class Members of: (1) the approval of this Settlement Agreement; and (2) the process and Claims Deadline by which the Class Members may apply to claim Cash Payments.
- (34) **Objection Deadline** means the date by which Class Members must deliver to Class Counsel any written objections to the Settlement Agreement, along with any supporting documentation. Class Counsel shall ensure any written objections received by the Objection Deadline are served on counsel for the Defendants and filed with the BC Court.
- (35) **Opt-Out** means a Class Member who has submitted a valid written election to opt-out of the Actions by the Opt-Out Deadline.
- (36) **Opt-Out Deadline** means thirty (30) days from the first publication of Notice of Certification and Settlement Approval Hearing.

- (37) ***Opt-Out Period*** means the period beginning on the date on which Notice of Certification and Settlement Approval Hearing is first published and ending on the Opt-Out Deadline.
- (38) ***Parties*** means the Plaintiffs, Class Members, and the Defendants.
- (39) ***Plaintiffs*** means Gabriel Bourgeois (Quebec Action) and Liam Hudson (BC Action).
- (40) ***Quebec Class*** and ***Quebec Class Members*** means all legal and natural persons and their guardians/tutors or estates who are resident in Quebec and who purchased random item Loot Boxes in the Microsoft Games during the Class Period.
- (41) ***Quebec Court*** means the Superior Court of Quebec, Class Action Chamber.
- (42) ***Released Claims*** means the claims as released in accordance with Section 6.1 of this Settlement Agreement.
- (43) ***Released Parties*** means the Defendants and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, shareholders, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and representatives. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Released Parties includes all persons/entities/organizations described above, even if not referenced by name in this Settlement Agreement.
- (44) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiffs, Class Members, and their respective successors, heirs, executors, administrators, trustees, and assigns, and their affiliated, predecessor, successor, and related companies.
- (45) ***Second Order*** means the orders issued by the BC Court to approve the Settlement Agreement.
- (46) ***Settlement Agreement*** or ***Settlement*** means this agreement, including the Recitals and Schedules.

SECTION 2:
CONDITION PRECEDENT

2.1 Court Approval

Subject to Sections 5.1 and 5.2, this Settlement Agreement shall be null and void and of no force or effect unless the BC Court approves this Settlement Agreement, the Quebec Court approves the discontinuance or the Settlement Agreement for the Quebec Class, the orders contemplated herein have become Final Orders and the Effective Date has occurred.

SECTION 3:
SETTLEMENT APPROVAL

3.1 Best Efforts

The Parties will use their best efforts to: (a) implement this Settlement; (b) recommend approval of this Settlement Agreement to the Courts; (c) obtain approval of this Settlement Agreement and to carry out its terms; (d) support the Settlement contemplated by this Settlement Agreement in all public statements; and (e) effectuate the final dismissal with prejudice of the Actions as against the Defendants, and obtain discontinuances in the Actions, subject to the BC Court retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement.

3.2 Notice Required

The Plaintiffs and the Class Members shall be given the following notices: (1) Notice of Certification and Settlement Approval Hearing; (2) Notice of Settlement Approval and Claims Procedures; and (3) termination of this Settlement Agreement if it is properly terminated pursuant to Sections 5.1 and 5.2 or as otherwise ordered by the Courts.

3.3 Forms of Notices

- (a) The notices required shall be substantially in the forms attached hereto as **Schedule “A”** (Notice of Certification and Settlement Approval Hearing) and **Schedule “B”** (Notice of Settlement Approval and Claims Procedures).

- (b) The Notice of Certification and Settlement Approval Hearing shall include the procedure for objecting to the proposed Settlement Agreement and for opting out of the Action.
- (c) Notices and the Settlement Agreement will be translated into French by the Defendants.

3.4 Method of Disseminating Notices

Direct Notice shall be disseminated by the Claims Administrator via direct emails to Class Members for which the Defendants have verified email addresses, as follows:

- (a) for the **Notice of Certification and Settlement Approval Hearing**, as a single round of Direct Notice; and
- (b) for the **Notice of Settlement Approval and Claims Procedures**, an initial round of Direct Notice followed by a second notice two months after the first and a third round of notice two months after the second.

The Parties will make best efforts to cooperate in the preparation of any written or verbal communications in relation to the Settlement Agreement or the Actions.

3.5 Notice Costs

The Defendants shall pay all reasonable notice costs as part of the Administration Expenses.

3.6 Motions for Consent Certification and Notice Approval

- (a) As soon as practical after the Settlement Agreement is executed, Class Counsel shall bring a motion before the BC Court for the First Order.
- (b) The First Order shall, among other things:
 - (i) certify the Action for settlement purposes on consent of the Parties, subject to the terms and conditions of this Settlement Agreement, including the Defendants' express reservation of rights to contest certification of any

other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings;

- (ii) approve the Notice of Certification and Settlement Approval Hearing; and
 - (iii) approve the appointment of the Claims Administrator.
- (c) The form of the First Order shall be substantially in the form attached hereto as **Schedule C**.

3.7 Motions for Settlement Approval

- (a) As soon as practical after the First Order is granted, and after the expiry of the Opt-Out Deadline and Objection Deadline, Class Counsel shall bring a motion before the BC Court to obtain the Second Order.
- (b) Class Counsel will provide the necessary affidavit evidence to support approval of the Settlement Agreement for all issues where the Plaintiff has knowledge of that evidence or that evidence is in the possession or control of the Plaintiff, such as objections to the Settlement Agreement and any received Opt-Out forms.
- (c) The Claims Administrator will provide the necessary affidavit evidence regarding the results of the dissemination of the Notice of Certification and Settlement Approval Hearing within seven (7) business days before the Settlement Approval hearing.
- (d) The Defendant shall provide a sworn affidavit setting out:
 - (i) the number of Affected Accounts;
 - (ii) the number of current and valid email addresses associated with the Affected Accounts; and
 - (iii) the methodology that was used to determine which accounts purchased Loot Boxes and to determine which accounts have current and valid email addresses associated with them.

- (e) The Second Order shall, among other things:
 - (i) approve the Settlement in respect of Class Members (other than the Opt-Outs) on the terms and conditions of this Settlement Agreement;
 - (ii) declare that the Settlement Agreement is fair, reasonable and in the best interests of the Class Members;
 - (iii) order and declare that the Releasors have fully and finally released the Released Parties from the Released Claims;
 - (iv) reserve the BC Court's continuing exclusive jurisdiction over the Parties to administer, supervise, construe and enforce this Settlement Agreement; and
 - (v) authorize the Parties to bring such motions to the BC Court for directions as may be required.
- (f) The form of the Second Order shall be substantially in the form attached hereto as **Schedule D**.
- (g) This Settlement Agreement shall only become final on the Effective Date.

3.8 Discontinuance of the Quebec Action or Settlement Approval by Quebec Courts

- (a) As soon as practicable after the Second Order is granted, Class Counsel will move to discontinue the Quebec Action. The form of the Notice of Discontinuance shall be substantially in the form attached hereto as **Schedule E**.
- (b) If the Quebec Court declines to grant the discontinuance as set out above, then as soon as practicable after the decision refusing the discontinuance Class Counsel will move to obtain an Order approving the Settlement Agreement on behalf of the Class Members resident in Quebec, on the same terms and with the same requirements as are otherwise applicable for the approval process set out in Section 3.6 and 3.7, with whatever necessary procedural modifications are required in Quebec.

- (c) If settlement approval must be sought in Quebec, the Settlement Agreement will be modified as follows:
 - (i) The Quebec Class's share of the Cash Payment shall be 23%;
 - (ii) Class Counsel will ask the Quebec Court to approve fees on the 23% Settlement Amount attributable to the Quebec Class;
 - (iii) The Regulation respecting the percentage withheld by the *Fonds d'aide aux actions collectives* will apply on any remaining balance of the 23% share of the Settlement Amount attributable to the Quebec Class; and
 - (iv) The processes under section 4.3 for submitting Claims and issuing Cash Payments will be administered jointly for the Class and the Quebec Class.

SECTION 4:

SETTLEMENT BENEFITS

4.1 Defendants' Obligations

- (a) This Settlement provides for two types of direct benefits to Class members: (i) an automatic Credit Component; and (ii) a claims process for Class Members to make claims for compensation from the Defendants in the form of a Cash Payment. The Defendants' obligation hereunder is to make or fund:
 - (i) the Credit Component as set out in section 4.2;
 - (ii) the claims-made Cash Payment component as set out in section 4.3;
 - (iii) Class Counsel Fees separate from the Credit Component and Cash Payment; and
 - (iv) Administration Expenses separate from the Credit Component and Cash Payment.

4.2 Credit Component

All Canadians who have registered Affected Accounts will automatically receive a one-time batch grant of \$25 CAD in credits from the Defendants for use at the Xbox Store.

Class Members shall be entitled to redeem their Credit in the Xbox Store towards the purchase of any software or service available. This includes but is not limited to video games, video game microtransactions, software, and related subscriptions. Credits shall be shown as a positive account balance and there shall be no additional steps required for a Class Member to apply their Credit to a purchase once received.

Credits will not expire, and Class Members can redeem their Credit at their leisure as long as the Xbox Store continues to operate.

4.3 Claims-Made Cash Payment Component

4.3.1 Submitting Claims from Direct Notice

- (a) The Claims Administrator will, as part of the Notice of Settlement Approval and Claims Procedures, include in the Direct Notice a one-click link to an online Claim Form to submit a Claim for Cash Payment. The Email Claim Form will require the Class member to provide (or in the case of auto-populated information, confirm) their name, the email address the notice was received at and an attestation that they are a Canadian resident, were a user of the account and was the individual who purchased Loot Boxes in the account.

Subsequent rounds of Direct Notice as contemplated in Section 3.4 will be sent only to those email addresses where the related Class Members have not submitted a claim, and so the number of emails will decrease for every round of Direct Notice required under Section 3.4.

4.3.2 Submitting Claims Otherwise

- (a) Instead of an Email Claim Form, Class Members may make a Claim for Cash Payment by submitting an Online Claim Form accessible on the internet to the Claims Administrator prior to the Claims Deadline.

- (b) The Online Claim Form will require a declaration under penalty of perjury that sets forth the Class Member's name, email address, and Xbox account name if available, and require the Class Member to confirm, to the best of their knowledge, the name of the Microsoft Game in which the Class Member purchased a Loot Box, and an attestation that they are a Canadian resident, were a user of the account and was the individual who purchased Loot Boxes in the account.

4.3.3 Claims Review Process

- (a) The Claims Administrator shall be asked to recommend and implement a reasonable fraud detection procedure as agreed to by the Parties, or, if there is no agreement, by order of the BC Court or other Court if appropriate. The fraud detection procedure will be designed to identify and eliminate Claims that are fraudulent or otherwise improper and may, if appropriate, modify the claims process set out in this Settlement Agreement.
- (b) The Claims Administrator will review each claim to confirm that it includes the information required in Section 4.3.1. or 4.3.2 of this Settlement Agreement as applicable.
- (c) The Claims Administrator shall approve Claims without requiring further documentation unless there is reasonable cause to suspect that the Claim is fraudulent or otherwise improper.
- (d) Where Claims are duplicative or otherwise invalid, the Claims Administrator shall reject those claims.
- (e) The Claims Administrator's decision concerning the validity of any particular Claim shall be final and binding. There shall be no right of appeal.
- (f) The Claims Administrator shall send the Defendants periodic invoices for the costs of the claims administration under this Settlement Agreement. If the Defendants believe the amount charged on any invoice is unreasonably excessive, the

Defendants may submit their objections to the BC Court for resolution and need not pay the disputed amount until the BC Court has resolved the objections.

4.3.4 Cash Payments

- (a) The Defendants will fund the approved Cash Payments up to a maximum of \$500,000 CAD.
- (b) If greater than 25,000 Claims are made and approved by the Claims Administrator, each Class Member who submitted an approved Claim will receive a pro rata share of \$500,000.
- (c) If 25,000 or fewer Claims are made and approved by the Claims Administrator, each Class Member who submitted an approved Claim will receive \$20.

4.3.5 Claims Administrator Issuing Cash Payments

- a) After the Claims Period, the Claims Administrator shall send an email with an Interac e-transfer for the amount of any Cash Payment to each Class Member whose Claim is approved to the email address provided by the Class Member in the Claim Form within sixty (60) days following the Claims Deadline.

4.3.6 Restrictions

- a) The right to make a claim for Cash Payment is not assignable or transferable and cannot be claimed by anyone other than the Class Member.

SECTION 5:

TERMINATION OF SETTLEMENT AGREEMENT

5.1 Right of Termination

- (a) The Plaintiffs and/or the Defendants have the right to terminate this Settlement Agreement in the event that:
 - (i) the BC Court declines to approve this Settlement Agreement or any material part hereof;

- (ii) the BC Court approves this Settlement Agreement in a materially modified form other than as amended by the Parties;
 - (iii) the BC Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement;
 - (iv) the Second Order does not become a Final Order;
 - (v) the Quebec Court refuses the discontinuance under section 3.8(a) and also refuses to make the orders under section 3.8(b) and (c).
- (b) If the Plaintiffs or the Defendants elect to terminate the Settlement Agreement, a written notice of termination shall be provided to Class Members by one round of Direct Notice. Upon delivery of such written notice, this Settlement Agreement shall be terminated and 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.
- (c) Any order, ruling or determination made by the Court with respect to Class Counsel's fees and disbursements 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.

5.2 Effect of Termination

- (a) In the event of termination of this Settlement Agreement, all Parties shall be restored to their respective positions in and with respect to the Actions immediately prior to the date on which this Settlement Agreement is signed by all Parties.
- (b) All negotiations, statements, and proceedings relating to the Settlement and the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before it was executed.

- (c) The Plaintiffs, Class Counsel, the Defendants, and Defence Counsel expressly acknowledge that they will not, in any way whatsoever, use the fact or existence of this Settlement Agreement as any form of admission, whether of liability, wrongdoing, or otherwise, of the Defendants or the Plaintiffs.

5.3 Survival of Provisions After Any Termination

If this Settlement Agreement is terminated, the provisions of sections 5.1, 5.2, 8, and 9.7 and the definitions and Schedules shall survive the termination and continue in full force and effect. The definitions and Schedules shall only survive for the limited purpose of the interpretation of those aforementioned sections, within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement will have no force or effect, and all obligations related thereto shall cease immediately.

SECTION 6:

RELEASES AND DISMISSALS

6.1 Release of Released Parties

The Parties agree to the following release which shall be included in the Second Order and which shall take effect upon the date the BC Court's approval of the Settlement Agreement and the Quebec Court's approval of the discontinuance or settlement become Final Orders.

- (a) In exchange for the settlement benefits hereunder and for other valuable consideration set forth in the Settlement Agreement, the Plaintiffs and each Class Member, including their heirs, successors and assigns, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, expressly and irrevocably waives and fully, finally and forever settles and releases all claims, demands, actions, suits and causes of action against the Defendants and/or their directors, officers, employees, lawyers, insurers or agents, whether known or unknown, asserted or unasserted, that any Class Member ever had, could have had, now has or hereafter can, shall or may have, relating in any way to any conduct, act or omission which was or could have been alleged in the Actions which arise from or relate to the purchase, sale, pricing, engineering, marketing,

offering, or distributing of Loot Boxes in the Microsoft Games at issue in the Actions, including all claims for consequential, subsequent or follow-on harm that arises after the date hereof, including the conduct alleged or which could have been alleged in the Actions.

- (b) The Plaintiffs and Class Members expressly agree that this Release and the Second Order is, will be, and may be raised as a complete defence to, and will preclude any action or proceeding encompassed by this Release.
- (c) The Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, cause of action and/or any other matters released through this Settlement.
- (d) In connection with the Settlement Agreement, the Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of the Plaintiffs 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 relating thereto which exist, hereafter may exist, or may have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the subject matter of the Actions, except as otherwise stated in this Settlement Agreement.
- (e) Releasors represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Releasors further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the

Actions, and that Releasors are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting a Claims Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

- (f) Without in any way limiting its scope, and except to the extent otherwise specified in this Settlement Agreement, this Release covers without limitation, any and all claims for legal fees, taxes, costs, expert fees or consultant fees, interest, or litigation fees, costs or any other fees, costs and/or disbursements incurred by legal counsel, Class Counsel, any other legal counsel, the Plaintiffs, Class Members or any other person who claim to have assisted in conferring the benefits under this Settlement upon the Class Members.
- (g) Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.
- (h) Releasors hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in the Second Order.
- (i) Without limiting any other provisions herein, each Class Member who does not opt-out will be deemed to have completely and unconditionally released and forever discharged the Released Parties from any and all Released Claims in respect of the Microsoft Games, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or

unknown, that were asserted or could have been asserted in the litigation that is the subject of this Settlement Agreement.

- (j) The Parties agree that each Class Member who does not opt-out will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Defendants, the Released Parties, and/or third-party any claims that relate to or constitute any Released Claims covered by the Settlement Agreement.

6.2 Dismissal of Proceedings

Upon the date of the BC Court's approval of the Settlement Agreement, and the Quebec Court's approval of the discontinuance or approval of the Settlement Agreement, become Final Orders, the BC Action shall be dismissed with prejudice and without costs as against the Defendants. Class Members shall be deemed to consent to the dismissal of the BC Action, with prejudice and without costs to any party.

SECTION 7:

CLASS COUNSEL FEES, DISBURSEMENTS AND APPLICABLE TAXES

7.1 Motion for Approval

- (a) After the distribution of the settlement benefits, Class Counsel will bring an application to the Court for approval of Class Counsel Fees, disbursements, any applicable taxes and any honourarium for the Representative Plaintiff in the BC Action that the Court may award. Such Class Counsel Fees and honouraria are awarded at the discretion of the Court after hearing from Class Counsel.
- (b) Class Counsel will neither request of the Court, nor accept an award for fees in an amount that exceeds twenty five percent (25%) of the total of the Credit Component and Cash Payments.

- (c) The Defendants will take no position on Class Counsel Fees, disbursements, or any honourarium for the Representative Plaintiff in the BC Action.
- (d) The approval of this Settlement shall not be contingent upon the approval of Class Counsel Fees.

7.2 Payment of Class Counsel Fees

- (a) Class Counsel Fees shall be paid by the Defendants.
- (b) Within thirty (30) days after Class Counsel obtain the Court's approval of Class Counsel Fees, the Defendants shall transfer the monies so awarded by the Court for payment of Class Counsel Fees as directed by Class Counsel so long as the direction is consistent with the Court's approval of Class Counsel Fees. Class Counsel shall be responsible for directing the payment of Class Counsel Fees among Class Counsel, consultants and experts at their discretion. The Defendants shall have no liability in connection with the direction, transfer, and distribution of the Class Counsel Fees among Class Counsel, or otherwise.
- (c) Class Members who have retained, or in the process of making a claim do retain, lawyers to assist them in making their individual claims to this Settlement shall be solely responsible for the legal fees and expenses of such lawyers.

7.3 Payment of Disbursements

- (a) The Defendants shall pay \$2,280 to Class Counsel for disbursements incurred by Class Counsel.

7.4 Tax Forms

- (a) Microsoft agrees to pay to the Settlement Administrator via wire transfer a one-time-lump-sum payment in the Canadian Dollar amount required to fund the Cash Payments required under section 4.3.4 as determined by the Settlement Administrator to a maximum of \$500,000 (the "Payment") no later than 20 business days after Microsoft's receipt of a complete, executed and current IRS Form W-9, IRS Form W -8BEN-E and/or any other required tax forms.

- (b) The Plaintiff is solely responsible for any payment of taxes associated with the payment whether to the government of the United States, Canada or otherwise except to the extent Microsoft withholds any taxes from the Payment that it is required by law to withhold and remit to the applicable tax authority.

SECTION 8:

NO ADMISSION OF LIABILITY

8.1 No Admission of Liability

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 or law, or of any wrongdoing or liability by the Released Parties or any of them, or of the truth of any of the claims or allegations made in the Actions, or in any other pleading filed by the Plaintiffs or the Defendants.

8.2 No Evidence

The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement Agreement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

SECTION 9:

MISCELLANEOUS

9.1 Motions for Directions

- (a) Class Counsel, Defence Counsel, and/or the Claims Administrator may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement.

- (b) All motions contemplated by this Settlement Agreement, including applications to the Court for directions, shall be on notice to the Parties.

9.2 Released Parties Have No Liability for Administration

The Released Parties, the Plaintiffs and Class Counsel have no liability whatsoever with respect to the administration of the Settlement Agreement.

9.3 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”, “the Settlement Agreement”, “hereof”, “hereunder”, “herein”, “hereto”, and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.

9.4 Computation of Time

- (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.
- (b) Only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

9.5 Data Retention

Any data identifying class members or related to class member claims and/or payouts provided to the Claims Administrator by the Defendants, or collected by the Claims Administrator as part of administering the Settlement, shall be destroyed one year after the final cash payment to class

members has been made by the Claims Administrator, or after any reporting requirement imposed by the Court has been fulfilled, whichever occurs later in time.

9.6 Ongoing Jurisdiction after the Effective Date

- (a) British Columbia will operate as the lead jurisdiction for the purposes of the settlement approval and administration process.
- (b) The BC Court shall retain exclusive jurisdiction over the BC Action, the Parties thereto and the Class Counsel Fees after the Effective Date.

9.7 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia, except for section 3.8, in which case the material provisions of the Settlement Agreement affecting the Class Members residing in Quebec will be governed by the laws of the Province of Quebec.

9.8 Entire Agreement

This 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. None 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.

9.9 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

9.10 Binding Effect

Once the Settlement attains the Effective Date, this Settlement Agreement shall be binding upon, and inure to the benefit of the Plaintiffs, the Class Members, the Defendants, the Releasers, the Released Parties, Class Counsel, Defence Counsel and the Claims Administrator.

9.11 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 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, emailed, or other electronic form provided that it is duly executed.

9.12 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 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.

9.13 Dates

Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Court.

9.14 Language

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.*

9.15 Recitals

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

9.16 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

9.17 Acknowledgments

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 the 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; and
- (c) He, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect.

9.18 Authorized Signatories

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.

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

FOR PLAINTIFFS AND FOR CLASS COUNSEL:

Slater Vecchio LLP
PO Box 10445 Pacific Center North

18th Floor, Dunsmuir Street
Vancouver, BC V7Y 1K4

Saro Turner
Phone: (604) 682 5111
Email: slt@slatervecchio.com

Sam Jaworski
Telephone: (604) 602 5453
Email: sjj@slatervecchio.com

FOR THE DEFENDANT AND DEFENCE COUNSEL:

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

Andrew Borrell
Telephone: (604) 631 3131
Email: aborrell@fasken.com

Mirna Kaddis
Telephone: (514) 397 7484
Email: mkaddis@fasken.com

9.20 Date of Execution

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

**GABRIEL BOURGEOIS and LIAM
HUDSON**

Signature of Authorized Signatory:
Name of Authorized Signatory:



Saro Turner

**Slater Vecchio LLP
Class Counsel**

**MICROSOFT CORPORATION and
MICROSOFT CANADA INC.**

Signature of Authorized Signatory:
Name of Authorized Signatory:

Signed by:

2E14ABECAB19444

Julia Nahigian

**Schedule “A”
LOOT BOXES CLASS ACTION**

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All legal and natural persons and their guardians/tutors or estates, who are resident in Canada and who purchased random item loot boxes in the following Microsoft Games at any time during the period from 1 January 2008 to 17 October 2025: Halo 5 Guardians/Forge, Halo Wars 2, GearsPop!, Gears of War 4, Forza Street, Forza Horizon 3, Forza Horizon 4, Forza Motorsport 6, Forza Motorsport 7, Rise of the Tomb Raider, Ryse: Son of Rome, Magic 2015 Duels of the Planeswalkers, Killer Instinct Definitive Edition, and PlayerUnknown’s Battlegrounds (“Class Members”).

A class action settlement (“**Settlement**” or “**Settlement Agreement**”) has been reached between the parties in *Liam Hudson v. Microsoft Corporation and Microsoft Canada Inc.* (Vancouver Registry, No. S-235297) (the “**Action**”). The Supreme Court of British Columbia has certified the class action by consent order 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 defendants. The settlement is subject to approval by the Supreme Court of British Columbia.

The Court appointed Liam Hudson as representative plaintiff. Class Counsel is Slater Vecchio LLP.

The defendants are Microsoft Corporation and Microsoft Canada Inc. (collectively referred to as “**Microsoft**” or the “**Defendants**”).

This class action settlement also resolves the claims against Microsoft in the Quebec action *Gabriel Bourgeois v. Microsoft Corporation and Microsoft Canada Inc.* (Superior Court, Action No. 500-06-001132-212, District of Montreal).

I. What is the Action about?

On July 26, 2023, the Action was commenced against Microsoft in the Supreme Court of British Columbia. The Action alleges that the Defendants breached the *Criminal Code*, RSC 1985, c C-46 and various consumer protection laws by offering random item loot boxes in some of their video games. The plaintiff sought to recover damages for himself and Class Members for alleged losses as a result of this conduct.

Loot boxes are a virtual, in-game item which players can redeem (or “open”) to receive a randomized selection of further virtual items for use by players in or in connection with the game; such items include (but may not be limited to): simple customization options for a player’s avatar or in-game character; game-changing equipment, new in-game abilities, character or equipment

upgrades or power-ups, or additional avatars/characters/equipment (with temporary or durable effects on gameplay, including relative to other players).

The Defendants deny these allegations and any unlawful conduct, wrongdoing or blame of any kind.

II. What are the terms of the Settlement?

The Settlement Agreement provides for two types of benefits to Class Members: (i) an automatic \$25 credit to the Xbox store; and (ii) a cash payment, which may be provided to Class Members after a claims process, as further explained below.

(i) The Credit Component

All Class Members who have registered Xbox member accounts who purchased randomized loot boxes will automatically receive \$25 CAD in credits from the Defendants for use at the Xbox Store.

(ii) The Cash Payment

Class Members may also make a claim for a Cash Payment by submitting a valid and complete through a Claim Form online, which may be accessed by the link sent directly to the Class Member by email or through the Claim Form website, prior to the Claims Deadline.

The Claims Deadline is on **[6 months from the publication of this notice]**.

Each Class Member may make a single (1) claim only, by submitting a Claim Form, even if the Class Member held more than one Xbox member account.

Each Class Member who submits a valid claim before the Claims Deadline will receive **an amount up to a maximum of \$20.00**. Under the terms of the settlement, the Defendants will fund the approved Cash Payments up to a maximum of \$500,000 CAD. Class Members with valid claims may receive less than \$20.00 each. This will be the case if the total value of claims made and approved by the Settlement Administrator is greater than \$500,000 CAD. In such case, the Settlement Administrator will pay each Class Member who timely submit a valid Claim Form a pro rata share of the \$500,000 CAD.

To receive this Cash Payment, Class Members must have a valid e-mail address and a bank account capable of receiving payments via Interac e-transfer, which is the only method for receiving the Cash Payment.

This Settlement resolves the Action for all Class Members as against Microsoft. If the Settlement is approved, a full release of all claims in the Action will be granted to Microsoft. This Settlement represents a resolution of disputed claims and Microsoft does not admit any wrongdoing or liability.

II. What are the fee arrangements?

Class Counsel will be seeking approval from the Court of legal fees, taxes and disbursements of an amount that does not exceed twenty five percent (25%) of the Credit Component and Cash Payments. The application for court approval of Class Counsel's fee will be heard at the same time as the application for court approval of the Settlement.

II. When will the Settlement approval be heard?

The Settlement remains subject to approval by the Court. An application for approval of the Settlement will be heard by the Court in the City of Vancouver, at 800 Smithe Street, on [●] at [●]. At this hearing, the Court will determine whether the Settlement is fair, reasonable and in the best interests of the Class Members.

Class Members who do not oppose the settlement are not required to appear at the approval hearings or take any other action at this time. Class Members who consider it desirable or necessary to seek the advice and guidance of their own lawyers may do so at their own expense.

At the approval hearings, the Court will consider objections to the Settlement by the Class Members if the objections are submitted in writing, by prepaid mail or email to the Class Counsel's address below postmarked **no later than** [●].

A written objection should include the following information:

- a) the objector's full name, current mailing address, telephone number, and email address;
- b) the reason why the objector believes that he/she is a Class Member;
- c) a brief statement of the nature of and reasons for the objection;
- d) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number, and email address of counsel; and
- e) a statement that the foregoing information is true and correct.

II. Questions about the Settlement?

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement including the Schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail. If you have questions that are not answered online, please contact Class Counsel, who can be reached at:

Slater Vecchio

PO Box 10445 Pacific Center North
18th Floor, Dunsmuir Street
Vancouver, BC V7Y 1K4

Phone: ◆

Email: ◆

III. What if I do not want to participate?

If you do not want to participate in the Action, you must complete and send an Opt-Out Form by [●] (the “**Opt-Out Deadline**”) to Class Counsel at the addresses above.

If you opt-out by the Opt-Out Deadline, you may be able to bring your own lawsuit against Microsoft, but you will not be entitled to participate in the Settlement.

Opt-Out Forms are available at [●] or by contacting Class Counsel at the contact information provided above. All Class Members will be bound by the terms of the Settlement, unless they opt-out of this Class Action.

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Action. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Action. Its sole purpose is to inform you of the Action so that you may decide what steps to take in relation to it.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.

THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF BRITISH COLUMBIA
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**Schedule “B”
LOOT BOXES CLASS ACTION**

NOTICE OF SETTLEMENT APPROVAL AND CLAIMS PROCEDURES

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All legal and natural persons and their guardians/tutors or estates, who are resident in Canada and who purchased random item loot boxes in the following Microsoft Games during the period from 1 January 2008 to 17 October 2025: Halo 5 Guardians/Forge, Halo Wars 2, GearsPop!, Gears of War 4, Forza Street, Forza Horizon 3, Forza Horizon 4, Forza Motorsport 6, Forza Motorsport 7, Rise of the Tomb Raider, Ryse: Son of Rome, Magic 2015 Duels of the Planeswalkers, Killer Instinct Definitive Edition, and PlayerUnknown’s Battlegrounds (“Class Members”).

The British Columbia Supreme Court has approved a settlement (the “**Settlement**” or “**Settlement Agreement**”) between the parties in *Liam Hudson v. Microsoft Corporation and Microsoft Canada Inc.* (Vancouver Registry, No. S-235297) (the “**Action**”), without an admission of liability on the part of Microsoft Corporation and Microsoft Canada Inc. (collectively referred to as “**Microsoft**” or the “**Defendants**”).

This class action Settlement also resolves the claims against Microsoft in the Quebec action *Gabriel Bourgeois v. Microsoft Corporation and Microsoft Canada Inc.* (Superior Court, Action No. 500-06-001132-212, District of Montreal).

I. What is the Action about?

On July 26, 2023, the Action was commenced against Microsoft in the Supreme Court of British Columbia. The Action alleges that the Defendants breached the *Criminal Code*, RSC 1985, c C-46 and various consumer protection laws by offering random item loot boxes in some of their video games. The plaintiff sought to recover damages for himself and Class Members for alleged losses as a result of this conduct.

Loot boxes are a virtual, in-game item which players can redeem (or “open”) to receive a randomized selection of further virtual items for use by players in or in connection with the game; such items include (but may not be limited to): simple customization options for a player’s avatar or in-game character; game-changing equipment, new in-game abilities, character or equipment upgrades or power-ups, or additional avatars/characters/equipment (with temporary or durable effects on gameplay, including relative to other players).

The Defendants deny these allegations and any unlawful conduct, wrongdoing or blame of any kind.

II. What are the terms of the Settlement?

This Settlement resolves the Action for all Class Members as against Microsoft. A full release of all claims in the Action has been granted to Microsoft. This Settlement represents a resolution of disputed claims and Microsoft does not admit any wrongdoing or liability.

On [●], the Honourable [●] of the Supreme Court of British Columbia approved the settlement agreement as being fair, reasonable and in the best interests of class members.

The Settlement Agreement provides for two types of benefits to Class Members:

- (i) an automatic Credit Component of \$25 CAD in credits from the Defendants for use at the Xbox Store to all Class Members who have Xbox member accounts registered who purchased randomized loot boxes; and
- (ii) a claims process for Class Members to make claims in the form of a Cash Payment from the Defendants for **an amount up to a maximum of \$20.00 per Class Member**. Under the terms of the settlement, the Defendants will fund the approved Cash Payments up to a maximum of \$500,000 CAD. Class Members with valid claims may receive less than \$20.00 each. This will be the case if the total value of Claims made and approved by the Settlement Administrator is greater than \$500,000 CAD. In such case, the Settlement Administrator will pay each Class Member who submit a valid Claim Form by the Claims Deadline a pro rata share of the \$500,000 CAD.

III. How can I submit a Claim?

A. **Submitting a Claim for Cash Payment**

Each Class Member may submit only make a single (1) claim only, by submitting a Claim Form, even if the Class Member held more than one Xbox member account.

An email will be sent to all Class Members who have a verified email address with the Defendants, will receive an email with a one-click link which will direct them to an online Claim Form. Class Members, whether or not they received the email, may submit a Claim Form online at: [●].

Your claim form must include the following information:

- a) a declaration under penalty of perjury that sets forth the Class Member's:
 - a. name;
 - b. email address;
 - c. Xbox account name if available; and
 - d. the name of the Microsoft Game in which the Class Member purchased a loot box, to the best of the knowledge of the Class Members;
- b) an attestation that the Class Member is:

- a. a Canadian resident;
- b. were a user of the account; and
- c. was the individual who purchased Loot Boxes in the account.

To receive a Cash Payment, Class Members must have a valid email address and a bank account capable of receiving payments via Interac e-transfer, as e-transfer is the only method through which compensation will be sent.

The right to make a claim for Cash Payment is not assignable or transferable and cannot be claimed by anyone other than the Class Member. One Claim Form may be submitted per Class Member.

Your Claim Form must be submitted by [●] (the Claims Deadline).

The Claims Administrator shall review the Claim Forms by [●] to either approve or reject claims.

The Claims Administrator's decision concerning the validity of any particular Claim shall be final and binding. There shall be no right of appeal.

B. Issuing Cash Payments

The Claims Administrator will send an Interac e-transfer for the amount of any Cash Payments to each claimant whose claim is approved to the email address provided by each claimant within sixty (60) days following the Claims Deadline.

IV. Questions about the Settlement?

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement including the Schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail. If you have questions that are not answered online, please contact Class Counsel, who can be reached at:

Slater Vecchio

PO Box 10445 Pacific Center North
18th Floor, Dunsmuir Street
Vancouver, BC V7Y 1K4

Phone:

Email: ◆



This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Action. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Action. Its sole purpose is to inform you of the Action so that you may decide what steps to take in relation to it.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.

**THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF
BRITISH COLUMBIA**

Schedule “C”

No. VLC-S-S-235297
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

LIAM HUDSON

Plaintiff

AND:

**MICROSOFT CORPORATION AND MICROSOFT
CANADA INC.**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE) THE HONOURABLE JUSTICE [●]) [●]
)
)
)
)

ON THE APPLICATION OF the Plaintiff coming on for hearing at [●] on [●] and on hearing [●] and [●];

BY CONSENT THIS COURT ORDERS that:

1. All capitalized terms in this Order have the same meaning as defined in such Settlement Agreement attached as **Schedule “A”** to this Order.
2. The Plaintiff’s application to certify this action as a class proceeding pursuant to section 4 of the *Class Proceedings Act*, RSBC 1996, c 50 is hereby granted for settlement purposes only.
3. The members of the class shall consist of:

All legal and natural persons and their guardians/tutors or estates who are resident in Canada and who purchased random item loot boxes in the following Microsoft Games during the period from 1 January 2008 to 17 October 2025: Halo 5

Guardians/Forge, Halo Wars 2, GearsPop!, Gears of War 4, Forza Street, Forza Horizon 3, Forza Horizon 4, Forza Motorsport 6, Forza Motorsport 7, Rise of the Tomb Raider, Ryse: Son of Rome, Magic 2015 Duels of the Planeswalkers, Killer Instinct Definitive Edition, and PlayerUnknown's Battlegrounds.

(the "Class" or "Class Members")

4. Liam Hudson is appointed as the representative plaintiff for the Class.
5. Slater Vecchio LLP are appointed counsel on behalf of the Class ("Class Counsel").
6. The nature of the claims asserted on behalf of the Class against the Defendants is for:
 - a) breaches of the *Competition Act*, RSC 1985, c C-34;
 - b) breaches of the *Business Practices and Consumer Protection Act*, SBC 2004, c 2 and related enactments elsewhere in Canada;
 - c) unjust enrichment; and
 - d) a breach of the *Infants Act*, RSBC 1996, c 223.
7. The relief sought on behalf of the Class includes:
 - a) Damages and declaratory relief under the *Competition Act*, RSC 1985, c C-34;
 - b) damages, or in the alternative restoration, and declaratory and injunctive relief under the *Business Practices and Consumer Protection Act*, SBC 2004, c 2;
 - c) damages, or in the alternative restitution or repayment, under consumer protection legislation elsewhere in Canada;
 - d) an accounting and restitution, or alternatively disgorgement, for unjust enrichment; and
 - e) statutory compensation under the *Infants Act*, RSBC 1996, c 223.
8. The following common issue is certified:

Did the Defendants or any of them breach the *Competition Act*, RSC 1985, c C-34, the *Business Practices and Consumer Protection Act* or any related provincial or territorial enactment in the operation of random-item loot boxes in Halo 5 Guardians/Forge, Halo Wars 2, Gears of War 4, Forza Street, Forza Motorsport 6, Rise of the Tomb Raider, Ryse: Son of Rome, Magic 2015 Duels of the Planeswalkers, Killer Instinct Definitive Edition, and Player Unknown Battlegrounds?

9. Any Class Member resident in Canada who wishes to opt-out of the action must do so by sending a written completed opt-out form to Class Counsel on or before the date that is 30 days from the date of first publication of notice.
10. The Defendants expressly reserve their rights to contest certification of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings.
11. The method of disseminating notice as provided for in the Settlement Agreement is approved.
12. The form of the notice as attached at Schedule "A" to the Settlement Agreement is approved.
13. Concilia Services Inc is appointed as Claims Administrator, subject to the terms of the Settlement Agreement.

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

☐ Party ☒ Lawyers for Plaintiff

Signature of

☐ Party ☒ Lawyer for the Defendants

BY THE COURT

REGISTRAR

Schedule “D”

No. VLC-S-S-235297
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

LIAM HUDSON

Plaintiff

AND:

**MICROSOFT CORPORATION AND MICROSOFT
CANADA INC.**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

	)		)
	)		)
BEFORE	)	THE HONOURABLE JUSTICE [●]	) [●]
	)		)
	)		)

ON THE APPLICATION OF the Plaintiff coming on for hearing at [●] on [●] and on hearing [●] and [●];

BY CONSENT THIS COURT ORDERS that:

1. The terms of the settlement reached between the parties as set out in the Settlement Agreement attached as Schedule “A” to this Order are hereby approved and that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement.
2. The Settlement Agreement is fair, reasonable and in the best interests of the Class Members.
3. The Settlement Agreement is approved pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented in accordance with its term.

4. The Releasors, other than those who opt-out of the Settlement, have fully and finally released the Released Parties from the Released Claims pursuant to the following terms:
- (a) In exchange for the settlement benefits hereunder and for other valuable consideration set forth in the Settlement Agreement, the Plaintiffs and each Class Member, including their heirs, successors and assigns, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, expressly and irrevocably waives and fully, finally and forever settles and releases all claims, demands, actions, suits and causes of action against the Defendants and/or their directors, officers, employees, lawyers, insurers or agents, whether known or unknown, asserted or unasserted, that any Class Member ever had, could have had, now has or hereafter can, shall or may have, relating in any way to any conduct, act or omission which was or could have been alleged in the Action which arise from or relate to the purchase, sale, pricing, engineering, marketing, offering, or distributing of lootboxes in the Microsoft Games at issue in the Actions, including all claims for consequential, subsequent or follow-on harm that arises after the date hereof, including the conduct alleged or which could have been alleged in the Actions.
 - (b) The Plaintiffs and Class Members expressly agree that this Release and the Second Order is, will be, and may be raised as a complete defence to, and will preclude any action or proceeding encompassed by this Release.
 - (c) The Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, cause of action and/or any other matters released through this Settlement.
 - (d) In connection with the Settlement Agreement, the Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of the Plaintiffs 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 relating thereto which exist, hereafter may exist, or may have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the subject matter of the Actions, except as otherwise stated in this Settlement Agreement.
 - (e) Releasors represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Releasors further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the

Actions, and that Releasors are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

- (f) Without in any way limiting its scope, and except to the extent otherwise specified in this Settlement Agreement, this Release covers without limitation, any and all claims for legal fees, taxes, costs, expert fees or consultant fees, interest, or litigation fees, costs or any other fees, costs and/or disbursements incurred by legal counsel, Class Counsel, any other legal counsel, the Plaintiffs, Class Members or any other person who claim to have assisted in conferring the benefits under this Settlement upon the Class Members.
- (g) [intentionally blank]
- (h) Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.
- (i) Releasors hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in the Second Order.
- (j) Without limiting any other provisions herein, each Class Member who does not opt-out will be deemed to have completely and unconditionally released and forever discharged the Released Parties from any and all Released Claims in respect of the Microsoft Games, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or unknown, that were asserted or could have been asserted in the litigation that is the subject of this Settlement Agreement.
- (k) The Parties agree that each Class Member who does not opt-out will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Defendants, the Released Parties, and/or third-party any claims that relate to or constitute any Released Claims covered by the Settlement Agreement.

5. The form of the notice as attached at Schedule “B” to the Settlement Agreement is approved.
6. On the completion of the distribution of the Cash Payment of Claims as set out in the Settlement Agreement, Class Counsel shall provide to the Court a report of the Claims Administrator setting out the results of the distribution.
7. On the completion of the distribution of the Cash Payment of Claims as set out in the Settlement Agreement, Class Counsel shall apply for fee approval.
8. This Court retains continuing exclusive jurisdiction over the parties to administer, supervise, construe and enforce this Settlement Agreement.
9. The Parties may bring motions to the Court for directions as may be required.
10. The Action will be dismissed without costs following the full implementation of the terms established by the Settlement Agreement.

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

☐ Party ☒ Lawyer for the Plaintiff

Signature of

☐ Party ☒ Lawyer for the Defendants

BY THE COURT

REGISTRAR

Schedule “E”

CANADA

**PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
LOCALITY OF MONTREAL**

No: 500-06-001132-212

**SUPERIOR COURT
(Class Action Chamber)**

GABRIEL BOURGEOIS

Petitioner

vs.

ELECTRONICS ARTS INC.,

and

ELECTRONICS ARTS (Canada)

and

ACTIVISION BLIZZARD INC.,

and

ACTIVISION PUBLISHING INC.,

and

BLIZZARD ENTERTAINMENT INC.,

and

**TAKE TWO INTERACTIVE SOFTWARE
INC.,**

and

**TAKE TWO INTERACTIVE CANADA
HOLDINGS INC.,**

and

2K GAMES INC.,

and

ROCKSTAR GAMES INC.,

and

WARNER BROS ENTERTAINMENT INC.,

and

**WARNER BROS ENTERTAINMENT
CANADA INC.,**

and

**WARNER BROS. HOME ENTERTAINMENT
INC.,**

and

UBISOFT ENTERTAINMENT SA.,

and

UBISOFT INC.,

and

**UBISOFT ENTERTAINMENT INC. /
UBISOFT DIVERTISSEMENTS INC.,**

and

MICROSOFT CORPORATION,

and

MICROSOFT CANADA INC.,

and

EPIC GAMES INC.,

and

EPIC GAMES CANADA ULC,

and

SCOPELY INC.,

and

NIANTIC INC.,

and

KING DIGITAL ENTERTAINMENT GROUP
INC.,

and

KING.COM LTD.,

and

ZYNGA INC.,

and

ZYNGA GAME CANADA LTD

Respondents

**NOTICE OF DISCONTINUANCE WITHOUT COSTS
(Art. 213 C.C.P.)**

1. Following the judgment issued by [Name of Superior Court Judge] on [Date of Judgment granting permission to discontinue] allowing him to discontinue the *Re-Amended Application for Authorization to Institute a Class Action & Obtain the Status of Representative Plaintiff* (“Re-Amended Authorization Application”) against the Microsoft Corporation and Microsoft Canada Inc. respondents, the Petitioner, **Gabriel Bourgeois**, through his duly authorized lawyers, hereby discontinues the Re-Amended Authorization Application against Respondents **Microsoft Corporation and Microsoft Canada Inc.** and the Respondents, through their undersigned lawyers, accept the said discontinuance without costs.

Montreal [Date]

Slater Vecchio LLP
Lawyers for Petitioner Gabriel Bourgeois