AVIVA BUSINESS INTERRUPTION INSURANCE CLASS ACTION SETTLEMENT AGREEMENT

Between

NORDIK WINDOWS INC, CASH AND CARRY INC, HANGAR9 STUDIO INC and REAL FOOD FOR REAL KIDS INC.

The "**Plaintiffs**"

and

AVIVA INSURANCE COMPANY OF CANADA

The "**Defendant**"

Made as of March 9, 2026

(the "**Execution Date**")

AVIVA BUSINESS INTERRUPTION INSURANCE CLASS ACTION SETTLEMENT AGREEMENT

TABLE OF CONTENTS

RECITALS 5
SECTION 1: DEFINITIONS 8
SECTION 2: NOTICE AND SETTLEMENT APPROVAL 16
2.1 Best Efforts 16
2.2 Pre-Approval Notice and Order 16
2.3 Motions Seeking Approval of the Settlement Agreement 16
2.4 Pre-Motion Confidentiality of Settlement Agreement 17
SECTION 3: SETTLEMENT BENEFITS 19
3.1 Payment of Settlement Amount 19
3.2 Taxes and Interest 21
3.3 Material Term 21
3.4 Honoraria to the Plaintiffs 22
SECTION 4: RIGHT TO OBJECT TO THE SETTLEMENT AGREEMENT 23
4.1 Objection Process 23
SECTION 5: RELEASES AND DISMISSALS 25
5.1 Release of Released Parties 25
5.2 Dismissal of the Action 26
5.3 Dismissal of Other Actions 26
5.4 Reservation of Claims 26
5.5 Impact of Dismissal 27
5.6 Material Terms 27
SECTION 6: EFFECT OF SETTLEMENT 28
6.1 No Admission of Liability 28
6.2 Agreement Not Evidence 28
6.3 No Further Litigation 28
6.4 Material Terms 29
SECTION 7: SETTLEMENT ADMINISTRATOR 30

7.1 Appointment of the Settlement Administrator 30
SECTION 8: NOTICE OF SETTLEMENT TO CLASS 31
8.1 Notices to the Class 31
8.2 Form of Pre-Approval Notice 31
8.3 Form of Settlement Approval Notice 31
8.4 Method of Disseminating Pre-Approval and Settlement Approval Notices 31
8.5 Defendant Not Responsible for the Costs of Notice 32
SECTION 9: ADMINISTRATION AND IMPLEMENTATION OF SETTLEMENT 33
9.1 Timing and Mechanics of Administration 33
9.2 No Responsibility for Investment, Administration or Distribution 33
9.3 Protection for Persons Involved in the Settlement Administration 34
9.4 Reporting 35
SECTION 10: CLASS COUNSEL FEES AND DISBURSEMENTS, CPF ENTITLEMENT, HONORARIA AND ADMINISTRATION EXPENSES 36
10.1 Class Counsel Fees and Disbursements, CPF Entitlement, and Administration Expenses 36
SECTION 11: NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT 37
11.1 Right of Termination 37
11.2 If the Settlement Agreement is Terminated 38
11.3 Survival of Provisions After Termination 38
11.4 Material Terms 39
SECTION 12: MISCELLANEOUS 40
12.1 Motion for Directions 40
12.2 Plaintiffs to Provide Court Materials 40
12.3 Headings, etc. 40
12.4 Computation of Time 41
12.5 Jurisdiction 41
12.6 Governing Law 41
12.7 Entire Agreement 41
12.8 Amendment, Breach or Waiver 42
12.9 Binding Effect 42
12.10 Counterparts 43
12.11 Negotiated Agreement 43

12.12 Language 43
12.13 Recitals 44
12.14 Schedules 44
12.15 Acknowledgements 44
12.16 Authorized Signatures 45
12.17 Notice 45
12.18 Date of Execution 46
Schedule A – Pre-Approval Order 47
Schedule B – Pre-Approval Notice Plan 52
Schedule C – Pre-Approval Notice 53
Schedule D – Settlement Approval Order 58
Schedule E – Settlement Approval Notice Plan 67
Schedule F – Settlement Approval Notice 68

RECITALS

A. **WHEREAS** the Plaintiffs commenced the Action on July 3, 2020;

B. **AND WHEREAS** the Plaintiffs were granted carriage of the Action against the Defendant, except the claims brought in Court File Nos. CV-20-0000981-00CP and CV-20-0000981-00CP, as provided in the Carriage Order of Belobaba J. dated January 19, 2021;

C. **AND WHEREAS** the Action was certified as a class proceeding by the Certification Order of Morgan J. dated March 22, 2023;

D. **AND WHEREAS** Notice of Certification was provided to Class Members pursuant to the Order of Morgan J. dated January 8, 2024;

E. **AND WHEREAS** the period for Class Members to timely opt-out of the Action expired on May 19, 2024;

F. **AND WHEREAS**, on consent, the Action was transferred to the Commercial List on August 22, 2024, and was assigned Court File No. CV-24-00728023-00CL;

G. **AND WHEREAS** the common issues trial in the Action was scheduled to take place beginning on January 19, 2026 for six weeks;

H. **AND WHEREAS** the Parties attended mediation before the Honourable George Strathy on June 20, July 28, July 29, August 25, and August 26, 2025;

I. **AND WHEREAS**, as a result of the Parties' settlement discussions, negotiations and mediation, the Parties agreed in principle upon a full and final settlement of the Action;

J. **AND WHEREAS**, the parties documented the principal terms of their settlement agreement in Minutes of Settlement, subject to documenting the details of their settlement in a final and definitive settlement agreement and obtaining Court approval;

K. **AND WHEREAS** the Parties have entered into this Settlement Agreement which embodies all of the terms and conditions of the final settlement between the Parties, both individually and on behalf of the Class, subject to Court approval;

L. **AND WHEREAS** the Parties agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission of liability or obligation on the part of the Defendant or evidence of the truth of any of the Plaintiffs' allegations against the Defendant, and any liability is, in fact, denied;

M. **AND WHEREAS** the Defendant is entering 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 Plaintiffs and the Class;

N. **AND WHEREAS** the Plaintiffs 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 burdens and expense

in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the settlement, the Plaintiffs have each concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiffs and the Class;

O. **AND WHEREAS** the Parties therefore wish to, and hereby do, finally resolve on a nation-wide basis (subject to Court approval), without admission of liability, the Action and all of the claims, allegations, or demands that were, or could have been, advanced therein in respect of the Defendant's Policies during the Class Period;

NOW THEREFORE, in consideration of the payments, 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 the Action is fully and finally settled and dismissed with prejudice and without costs, subject to Court approval, on the following terms and conditions:

SECTION 1: DEFINITIONS

As used in this Settlement Agreement, including the recitals and attached schedules, the capitalized terms defined herein have the following meaning, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms used in this Settlement Agreement that are not defined in section 1 shall have the meanings ascribed to them elsewhere in the Settlement Agreement.

(1) ***Action*** means the action filed in the Ontario Superior Court of Justice with the title of proceedings *Nordik Windows Inc et al v Aviva Insurance Company of Canada,* bearing Court File No. CV-20-00643386-00CP and then CV-24-00728023-00CL.

(2) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation, administration and operation of this Settlement Agreement, including in relation to translation, the Pre-Approval Notice Plan and Settlement Approval Notice Plan and providing the Pre-Approval Notice and Settlement Approval Notice, administering the Trust Account, and the Settlement Administrators' expenses in implementing and administering the Pre-Approval Notice Plan, the Settlement Approval Notice Plan, the Distribution Protocol, and the claims process as provided in the Distribution Protocol.

(3) ***BC Class Members*** means Class Members with Policies in respect of business premises in British Columbia.

(4) ***Carriage Order*** means the Order of Belobaba J. dated January 19, 2021, granting carriage of the Action to the Plaintiffs, except the claims brought in *Matt McCallum et al v Aviva Insurance Company of Canada,* CV-20-0000981-00CP (the "**Denturists Action**") and *The Royal Canadian Legion, Victory Branch #317 v Aviva Insurance Company of Canada*, CV-20-00001041-00CP (the "**Legions Action**").

(5) ***Certification Order*** means the Order of Morgan J. dated March 22, 2023, certifying the Action as a class proceeding.

(6) ***Class Counsel*** means Lax O'Sullivan Lisus Gottlieb LLP, Thomson Rogers LLP, and Miller Thomson LLP, as appointed by the Court in paragraph 6 of the Certification Order.

(7) ***Class Counsel Fees and Disbursements*** means all legal fees, costs, disbursements, and interest plus applicable taxes incurred by Class Counsel in the Action, including in respect of the Settlement Approval Hearing and any related appeals in respect of this settlement as well as the oversight of the appointment of the Settlement Administrator and implementation of the Pre-Approval Notice Plan, Settlement Approval Notice Plan, Distribution Protocol, and claims process as provided in the Distribution Protocol.

(8) ***Class or Class Member*** means respectively the class or individual class member as defined at paragraph 2 of the Certification Order, as follows:

All persons, corporations, or other entities carrying on business in Canada who purchased any of the following business interruption insurance policies from the Defendants that was in force for some or all of the period from March 1, 2020 through August 31, 2021, whether Aviva Enterprise, Aviva Commercial, or any other policy: (collectively, the "**Policies**")

(i) Business Income Actual Loss Insurance Form 912000-01, Form 912000-01, Form 921005-001 [912005-001], Form 402014-02, Form H-001803, Form H2; and/or

(ii) such other policies as may contain "Negative Publicity" or "Restricted Access" coverage; and/or

(iii) such other policies issued by the Defendant as may contain coverage for suspension of the insured's business caused by damage to the insured's or contributing/neighboring premises; and/or

(iv) such other policies as may provide substantially similar coverage.

For better certainty, Class or Class Member includes any persons, corporations, or other entities carrying on business that are members of the certified class in *9391-2186 Quebec Inc. (DBA Restaurant L'Academie Crescent) v. Aviva Insurance Company of Canada et al,* Court File No. 500-06-001091-202 (the "**L'Academie Class Action**"), members of the putative class in *Fritzworks Printing Services Inc. v. Aviva Insurance Company of Canada,* Court File No. VLC-S-S-209189 (the "**Fritzworks Class Action**") or members of the putative class in any other proposed class actions against Aviva relating to the matters that are the subject of this Action.

For even greater certainty, Class or Class Members does not include any persons, corporations, or other entities carrying on business that are members of the certified classes in the Denturists and Legions Actions.

(9) ***Class Period*** means March 1, 2020 to August 31, 2021, as defined at paragraph 2 of the Certification Order.

(10) ***Court*** means the Ontario Superior Court of Justice.

(11) ***CPF Entitlement*** means the amount payable, if any, as a result of the litigation funding provided by the Class Proceedings Fund to the Plaintiffs, including the amount of 10% of the net settlement amount to which one or more Class Members is entitled plus the amount of any outstanding disbursements awarded to the Plaintiffs which have not been repaid to the Class Proceedings Fund, in accordance with section 10 of O. Reg 771/92: Class Proceedings.

(12) ***Defendant*** means Aviva Insurance Company of Canada.

(13) ***Distribution Protocol*** means the plan(s) to be developed by Class Counsel for distributing the Settlement Amount, plus accrued interest and less approved Administration Expenses, Class Counsel Fees, Class Counsel Disbursements, and any Honoraria, to Settlement Class Members, as approved by the Court.

(14) ***Effective Date*** means the date when the Settlement Approval Order is approved by the Court and becomes a Final Order, and any rights to terminate this Settlement Agreement under section 11.1 of this Settlement Agreement have expired.

(15) ***Final Order*** means a final order, judgment, or equivalent decree entered by the Court or other provincial superior court once the time to appeal such order, judgment, or decree has expired without an appeal being taken, if an appeal lies, or once there has been affirmation of the final order, judgment, or decree upon a final disposition of all appeals.

(16) ***Honoraria*** means the amount paid to the Plaintiffs in recognition of their contribution to the Action, subject to approval by the Court.

(17) ***Minutes of Settlement*** means the minutes executed by the Parties on September 25, 2025, embodying the Parties' agreement in principle.

(18) ***Non-Material Changes*** means corrections to spelling, grammar or other typographical errors, or other non-material changes as agreed to in writing by the Defendant, such agreement not to be unreasonably withheld.

(19) ***Objection Filing Deadline*** means the deadline by which a Class Member's written objection to the Settlement Agreement must be received by the appointed Settlement Administrator.

(20) ***Opt-Outs*** means the Class Members who delivered a valid opt-out to Epiq Class Action and Claim Solutions, Inc., on or before 5:00 pm EST on May 19, 2024, pursuant to the Order of Morgan J. dated January 8, 2024 approving the certification notice plan.

(21) ***Other Action(s)*** means an action(s) or proceeding(s) in respect of Released Claims commenced by a Class Member(s) either before or after the Effective Date against the Defendant and/or a Released Party/Parties, other than the Action.

(22) ***Parties (and individually, Party)*** means the Plaintiffs and the Defendant, and where applicable, the Class.

(23) ***Plaintiffs*** means the representative plaintiffs Nordik Windows Inc, Cash & Carry Inc., Hangar9 Studio Inc., and Real Food for Real Kids Inc., as appointed at paragraph 5 of the Certification Order.

(24) ***Policies*** means the “Policies” as defined in paragraph 2 of the Certification Order.

(25) ***Pre-Approval Notice*** means the form of notice, substantially in the form attached as Schedule “C”, approved by the Court to inform the Class of: (i) the date and location of the Settlement Approval Hearing to seek approval of this Settlement Agreement; and (ii) the principal elements of this Settlement Agreement and the process by which a Class Member may object to the Settlement Agreement.

(26) ***Pre-Approval Notice Plan*** means the plan for distributing the Pre-Approval Notice to the Class, substantially in the form attached as Schedule “B”, approved by the Court.

(27) ***Pre-Approval Order*** means the order issued by the Court, substantially in the form attached as Schedule "A": (i) approving the Pre-Approval Notice Plan; (ii) the Pre-Approval Notice; and (iii) appointing the Settlement Administrator.

(28) ***Quebec Class Members*** means Class Members with Policies in respect of business premises in Quebec.

(29) ***Released Claims*** means any and all manner of claims, complaints, demands, actions, suits, charges, causes of action, rights of recovery, or judgments, whether class, collective, individual, or otherwise in nature, whether personal or subrogated, in law or equity or arising under statute, regulation, ordinance, contract, or otherwise in nature, for damages of any kind including compensatory, punitive, or other damages, liabilities for any obligations of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), whenever incurred, known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, choate or inchoate, and liquidated or unliquidated, that the Releasors, or any of them, whether directly, indirectly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, against the Released Parties arising from or relating in any way to any conduct occurring anywhere, from the beginning of time through the pendency of the Action, in respect of any conduct alleged (or which could have been alleged) in the Action and future claims relating to continuing acts or practices that occurred during the pendency of the Action including, without limitation, any such claims which have been asserted, would have been asserted, or could have been asserted, directly or indirectly, whether in Canada or elsewhere, as a result of or in connection with the conduct alleged in the Action, or that could have been alleged with respect to claims under the Policies for business interruption losses arising from the COVID-19 pandemic during the Class Period.

(30) ***Released Parties (and individually, Released Party)*** means, jointly and severally, the Defendant and each of its past, present, and future, direct and indirect parents (including holding companies), owners, subsidiaries, divisions, predecessors, successors, affiliates, associates (as defined in the *Canada Business Corporations Act,* RSC 1985, C C-44), insurers, reinsurers and all other persons, partnerships, or corporations with whom any of the former have been, or are now, affiliated, and each of their respective past, present, and future officers, directors, employees, agents, shareholders, attorneys, legal or other representatives, trustees, servants and representatives, members, managers, partners, and the predecessors, successors, purchasers, heirs, executors, administrators, insurers, spouses, family law claimants, creditors, and assigns of each of the foregoing.

(31) ***Releasing Parties (and individually, Releasing Party)*** means the Plaintiffs and the Class and each Class Member and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers, assigns, beneficiaries, trustees, agents, and legal or other representative (whether or not they object to the settlement and whether or not they receive any distribution of the Settlement Funds). However, for greater clarity, the Releasing Parties do not include the Opt-Outs.

(32) ***Settlement Administrator*** means the third-party administrator appointed by the Court to implement and administer the Settlement Agreement, the Distribution Protocol and the claims process as provided in the Distribution Protocol, and any of the appointed Settlement Administrator's employees.

(33) ***Settlement Agreement*** means this settlement agreement, including the recitals and schedules.

(34) ***Settlement Amount*** means the all-inclusive amount of one hundred and fifty million Canadian dollars (CAD $150,000,000). For better certainty, the Settlement Amount includes all amounts referenced in subsection 3.1(3).

(35) ***Settlement Approval Hearing*** means the hearing to approve the motion brought before the Court for an order approving the settlement provided for in this Settlement Agreement in accordance with the *Class Proceedings Act, 1992*, SO 1992, c 6.

(36) ***Settlement Approval Notice*** means the form of notice, substantially in the form attached as Schedule "F", approved by the Court to inform the Class: (i) that the Settlement Agreement was approved by the Court at the Settlement Approval Hearing; and (ii) the procedure and timeline for Class Members to submit claims to the Settlement Administrator pursuant to the Distribution Protocol.

(37) ***Settlement Approval Notice Plan*** means the plan for distributing the Settlement Approval Notice to the Class, substantially in the form attached as Schedule "E", approved by the Court.

(38) ***Settlement Approval Order*** means the order issued by the Court, substantially in the form attached as Schedule "D": (i) approving the Settlement Agreement, (ii) approving the Settlement Approval Notice Plan, (iii) approving the Settlement Approval Notice, and (iv) dismissing the Action as of the Effective Date.

(39) ***Settlement Funds*** means the Settlement Amount, less the approved CPF Entitlement and/or *any amounts due to the Fonds d'aide aux actions collectives pursuant to the Act respecting the Fonds d'aide aux actions collectives*, Class Counsel Fees and Disbursements, Honoraria, and Administration Expenses.

(40) ***Stay or Dismissal Order*** means an order of the Superior Court of Quebec and/or the Supreme Court of British Columbia permanently staying or dismissing the L'Academie Class Action and/or the Fritzworks Class Action respectively.

(41) ***Trust Account*** means a segregated interest-bearing trust account at a Canadian Schedule I bank under the control of the Settlement Administrator for the benefit of the Class.

SECTION 2: NOTICE AND SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their best efforts to give effect to this settlement and to secure the prompt, complete, and final approval and implementation of the Settlement Agreement, including the final dismissal of the Action with prejudice and without costs.

2.2 Pre-Approval Notice and Order

(1) As soon as practicable after this Settlement Agreement is executed, the Plaintiffs shall seek the Pre-Approval Order, substantially in the form attached as Schedule “A”. The Plaintiffs retain discretion to make Non-Material Changes to the Pre-Approval Order, the Pre-Approval Notice Plan, and the Pre-Approval Notice, subject to Court approval.

(2) The Plaintiffs shall prepare all materials required to seek Court approval of the Pre-Approval Order, the Pre-Approval Notice Plan, and the Pre-Approval Notice, subject to review, comment, and approval by the Defendant.

2.3 Motions Seeking Approval of the Settlement Agreement

(1) As soon as practicable after: (i) the Pre-Approval Orders have been approved, and (ii) the Pre-Approval Notices have been disseminated, the Plaintiffs shall bring a motion seeking Court approval of the Settlement Approval Order.

(2) Contemporaneously or at any such other time as shall reasonably be agreed by the Parties, the Plaintiffs will seek Court approval of the Settlement Approval Notice Plan and the Settlement Approval Notice.

(3) The Settlement Approval Order, the Settlement Approval Notice Plan, and the Settlement Approval Notice shall be substantially in the forms attached as Schedule “D”, “E”, and “F” to this Settlement Agreement, respectively. The Plaintiffs retain discretion to make Non-Material Changes to the Settlement

Approval Order, the Settlement Approval Notice Plan, and the Settlement Approval Notice.

(4) The Plaintiffs shall prepare all materials required to seek Court approval of the Settlement Approval Order, the Settlement Approval Notice Plan, and the Settlement Approval Notice, subject to review, comment, and approval by the Defendant.

(5) Upon execution of this Settlement Agreement, the Parties shall request that the plaintiffs in the L'Academie Class Action and the Fritzworks Class Action consent to a permanent stay or dismissal of those actions. If the plaintiffs in the L'Academie Class Action and/or the Fritzworks Class Action do not consent, the Parties shall jointly bring motion(s) seeking a Stay or Dismissal Order.

2.4 Pre-Motion Confidentiality of Settlement Agreement

(1) Until the filing of the motion for the Pre-Approval Order, the Parties shall keep the fact of the Parties' settlement and the terms of the Minutes of Settlement and this Settlement Agreement confidential and shall not disclose them without the prior written consent of counsel for the Defendant and Class Counsel, except:

a. as required for financial reporting purposes;

b. for the preparation of financial records (including tax returns and financial statements);

c. as necessary to give effect to the terms of this Settlement Agreement; and

d. as otherwise required by law.

(2) Notwithstanding subsection 2.4(1), the Parties are not prohibited from disclosing or discussing the terms of the Minutes of Settlement or this Settlement Agreement with their counsel, experts retained by or on behalf of the parties, reinsurers to whom the claims have been notified, or the firms retained by their

counsel to act as claims administrator and/or provide accounting services to the Class in connection with the contemplated claims adjudication procedure.

(3) Further, notwithstanding subsection 2.4(1), the fact of the Parties' settlement and the terms of the Minutes of Settlement and this Settlement Agreement may be disclosed to counsel in the L'Academie Class Action and the Fritzworks Class Action.

(4) The Parties shall act in good faith to ensure that any public statements, comments, or communications regarding the Action or this Settlement Agreement are balanced, fair, accurate, and free from disparagement.

SECTION 3: SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) Within thirty (30) days of the Effective Date, the Defendant shall pay the Settlement Amount to Class Counsel or the Settlement Administrator in full satisfaction of:

a. all payment obligations under this Settlement Agreement; and

b. the Released Claims against the Released Parties.

(2) Solely for the purpose of quantifying the Defendant's reversionary interest in the Settlement Amount in the event that a Stay or Dismissal Order does not become a Final Order, the Parties shall agree on amounts to be allocated that are representative of the Defendant's total exposure in respect of the Quebec Class Members and/or the BC Class Members, as the case may be, and, failing agreement, such amounts shall be determined by the Court.

(3) The Defendant shall have no obligation to pay any amount other than the Settlement Amount pursuant to or in furtherance of this Settlement Agreement, or for any other reason. For the avoidance of doubt, the Settlement Amount is inclusive of, among other things, and without limiting the generality of the foregoing:

a. all amounts claimed or that could have been claimed, by the Plaintiffs and the Class in the Action;

b. all interest amounts claimed or that could have been claimed in by the Plaintiffs and the Class in the Action;

c. all Class Counsel Fees and Disbursements;

d. all taxes;

e. all Honoraria;

f. all Administration Expenses;

g. all CPF Entitlement and/or *any amounts due to the Fonds d'aide aux actions collectives pursuant to the Act respecting the Fonds d'aide aux actions collectives*; and

h. any previous outstanding costs awarded in the Action which the Parties agree to waive except in the event the Settlement Agreement is terminated.

(4) When the Defendant pays the Settlement Amount under subsection 3.1(1), Class Counsel and/or the Settlement Administrator will receive it in trust in full satisfaction of all payment obligations under this Settlement Agreement and in full satisfaction of the Released Claims against the Released Parties. Upon receipt of the Settlement Amount, it will be deposited in the Trust Account maintained and under the control of the Settlement Administrator.

(5) The Settlement Administrator shall maintain the Trust Account as provided for in this Settlement Agreement. The Settlement Administrator shall not pay out all or part of the monies in the Trust Account, except in accordance with this Settlement Agreement.

(6) The Defendant shall not have a reversionary interest in the Settlement Amount or any of the interest or income earned thereon except in the event that an order of the Quebec Superior Court or the British Columbia Supreme Court refusing to issue a Stay or Dismissal Order becomes a Final Order and the Defendant elects, within thirty (30) days of the Final Order, that the amount allocated for the Quebec Class Members or the BC Class Members pursuant to subsection 3.1(2), as the case may be, be repaid, with interest and income earned thereon, to the Defendant (the "**Repayment**"). The Repayment shall be made to the Defendant within thirty (30) days of the Defendant's election.

(7) Without limiting subsection 3.1(5), the Settlement Administrator shall not pay out any part of the monies in the Trust Account allocated to the Quebec Class Members or the BC Class Members until either: (i) the respective Stay or Dismissal Order has been granted and becomes a Final Order; or (ii) Aviva does not elect the Repayment within the time provided in subsection 3.1(6).

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Class and shall become and remain part of the Trust Account.

(2) All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Agreement shall be the responsibility of the Class. The Settlement Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the Settlement Amount shall be paid from the Trust Account.

(3) The Defendant shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Trust Account, unless any monies are repaid to the Defendant pursuant to subsection 3.1(6), in which case, the Defendant shall be responsible for the payment of all taxes on such interest or income earned on the Repayment that has not previously been paid by the Settlement Administrator.

3.3 Material Term

(1) The payment of the Settlement Amount as provided in subsection 3.1(1) of this Settlement Agreement shall be a material term in this Settlement Agreement and

the Defendant's failure to comply with this provision shall give rise to a right of termination pursuant to section 11.1 of this Settlement Agreement.

(2) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 3.1 and 3.2 shall be material terms of this Settlement Agreement and failure of the Courts to approve these terms shall give rise to a right of termination pursuant to section 11.1 of this Settlement Agreement.

3.4 Honoraria to the Plaintiffs

(1) Class Counsel may bring a motion to the Court for approval of an Honoraria for the Plaintiffs contemporaneous with seeking approval of this Settlement Agreement or at such other time thereafter as they determine in their discretion.

(2) The Defendant will not make submissions in relation to the Honoraria for the Plaintiffs.

(3) Any Honoraria to the Plaintiffs will be awarded at the discretion of the Court. Any Honoraria so awarded will be paid out of the Settlement Amount after the Effective Date. For greater certainty, the Defendant shall not be liable for any Honoraria awarded to the Plaintiffs or Class Members.

SECTION 4: RIGHT TO OBJECT TO THE SETTLEMENT AGREEMENT

4.1 Objection Process

(1) The appointed Settlement Administrator shall receive any written objections to the Settlement Agreement.

(2) Class Members may object to the Settlement Agreement by sending a written objection, in English or French, signed by the Class Member by pre-paid mail or email to the appointed Settlement Administrator as directed in the Pre-Approval Order and Pre-Approval Notice.

(3) Written objections to the Settlement Agreement must be received by the appointed Settlement Administrator on or before midnight Eastern time on the Objection Filing Deadline.

(4) All written objections to the Settlement Agreement must be personally signed by the Class Member or their authorized representative and contain the following information to be effective:

a. the full name, current address, telephone number, and email address (if applicable) of the Class Member;

b. the Policy number and Policy effective date held by the Class Member;

c. the applicable title of proceedings (*Nordik Windows Inc v Aviva Insurance Company of Canada*, CV-24-00728023-00CL);

d. a brief statement of the nature of and reason for the Class Member's objection to the Settlement Agreement; and

e. whether the Class Member intends to appear in a self-represented capacity or by counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and email address of counsel.

(5) The Settlement Administrator will provide copies of all written objections to Class Counsel and the Defendant within three (3) days after their receipt. Wherever reasonably possible, such copies shall be provided in electronic form.

(6) The Settlement Administrator shall, fourteen (14) days before the scheduled Settlement Approval Hearing, serve on Class Counsel and counsel for the Defendant for filing with the Court an affidavit reporting on the number of written objections received on or before the Objection Filing Deadline along with copies of the applicable written objections.

SECTION 5: RELEASES AND DISMISSALS

5.1 Release of Released Parties

(1) In consideration of the Settlement Agreement and upon the Effective Date, the Releasing Parties, jointly and severally, individually and collectively, willfully, finally, and forever waive, release, relinquish, and discharge the Released Claims against the Released Parties.

(2) The Plaintiffs and the Class acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the Action or subject matter of the Settlement Agreement, and it is their intention to release fully, finally, and forever all Released Claims against the Released Parties and, in further of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

(3) As of the Effective Date, each of the Releasing Parties: (i) shall be deemed to have, and by operation of the Final Order shall have fully, finally, and forever waived, released, relinquished, and discharged all Released Claims that the Releasing Parties, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Released Parties, regardless of whether such Releasing Parties participates in the distribution of the Settlement Amount; (ii) shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties; (iii) agrees and covenants not to sue any of the Released Parties on the basis of or in relation to any Released Claims or to assist any third party in commencing or maintaining any suit against any Released Parties for any Released Claims; and (iv) agrees and covenants not to sue, make any claim, or take any proceeding in any jurisdiction arising out of or relating to the subject matter of the Released Claims against any other person or corporation or other entity who might claim contribution and indemnity under the provisions of the

Negligence Act, RSO 1990, c N1, or any similar legislation or at law or claim any other relief of a monetary, declaratory or injunctive nature from any other party thereto.

5.2 Dismissal of the Action

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

5.3 Dismissal of Other Actions

(1) Upon the Effective Date, each Class Member who did not timely and validly opt out shall be deemed to irrevocably consent to the dismissal, with prejudice and without costs, of his, her or its Other Action(s) against the Released Parties.

(2) Upon the Effective Date, all Other Actions by any Class Member who did not timely and validly opt out shall be deemed to be dismissed against the Released Parties, with prejudice and without costs.

(3) The Defendant may rely on this Release as a defence to any lawsuit by the Releasing Parties that purports to seek compensation from the Defendant for anything released through this Settlement Agreement.

(4) If an order of the Quebec Superior Court or the British Columbia Supreme Court refusing to issue a Stay or Dismissal Order becomes a Final Order, subsection 3.1(6) shall apply and if the Defendant elects a Repayment, the Quebec Class Members or the BC Class Members, as the case may be, shall be deemed not to be Releasing Parties.

5.4 Reservation of Claims

(1) This Settlement Agreement shall resolve the claims of Class Members only in respect of the Released Claims.

5.5 Impact of Dismissal

(1) The Parties agree that the dismissals set out in subsections 5.2(1), 5.3(1) and 5.3(2) shall not alter, negate, or otherwise have any impact or effect on the releases of the Released Claims by the Releasing Parties in favour of the Released Parties that are set out in section 5.1 of this Settlement Agreement except as set out in subsection 5.3(4).

5.6 Material Terms

(1) The form and content of the releases and covenants not to sue contemplated in section 5.1 shall be material terms of this Settlement Agreement and the failure of the Court to approve these terms shall give rise to a right of termination pursuant to section 11.1 of this Settlement Agreement.

(2) The Parties also acknowledge that the terms of this Settlement Agreement set out in sections 5.2, 5.3, 5.4, and 5.5 shall be material terms of the Settlement Agreement and the failure of the Court to approve these terms shall give rise to a right of termination pursuant to section 11.1 of this Settlement Agreement.

SECTION 6: EFFECT OF SETTLEMENT

6.1 No Admission of Liability

(1) The Plaintiffs and Released Parties expressly reserve all of their rights if this Settlement Agreement is not approved or is terminated. The Plaintiffs and Released Parties further agree that whether or not this Settlement Agreement is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Released Parties, or of the truth of any of the claims or allegations contained in the Action or any other pleading filed by the Plaintiffs or any other Class Member.

6.2 Agreement Not Evidence

(1) The Plaintiffs and Released Parties agree that, whether or not the Settlement Agreement is 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 approve and/or enforce this Settlement Agreement, to defend against the assertion of the Released Claims, concerning reinsurance recoveries in respect of the claims settled by this Settlement Agreement, or as otherwise required by law or as provided in this Settlement Agreement.

6.3 No Further Litigation

(1) The Plaintiffs may not directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any person

in respect of the Released Claims or with respect to any claim made or action commenced by any person, including any Opt-Outs, except as required to give effect to this Settlement Agreement.

(2) None of the Parties may divulge to anyone, for any purpose, any document or information obtained in the course of discovery of the Action, the settlement discussions, negotiations, mediation, and preparation of this Settlement Agreement, except to the extent permitted by the provisions of this Settlement Agreement, or such information otherwise is publicly available, or unless ordered to do so by a Court in Canada.

6.4 Material Terms

(1) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 6.1, 6.2 and 6.3 shall be material terms to this Settlement Agreement and the failure of the Court to approve these terms shall give rise to a right of termination pursuant to section 11.1 of the Settlement Agreement.

SECTION 7: SETTLEMENT ADMINISTRATOR

7.1 Appointment of the Settlement Administrator

(1) The Plaintiffs, through Class Counsel, will take reasonable steps to identify and recommend for appointment by the Court a Settlement Administrator that:

a. will receive and report on written objections as set fourth in section 4.1;

b. will consult on the Pre-Approval Notice Plan and implement the Pre-Approval Notice as set forth in section 2.2 of this Settlement Agreement;

and, if this Settlement Agreement is approved by the Court:

c. will assume full responsibility for execution of the Distribution Protocol and claims process, as provided in the Distribution Protocol, in a timely and proper manner; and

d. agrees to carry out its responsibilities in accordance with the Settlement Agreement and Distribution Protocol in a timely and proper manner.

SECTION 8: NOTICE OF SETTLEMENT TO CLASS

8.1 Notices to the Class

(1) The Class shall be given the following Notices: (i) the Pre-Approval Notice; (ii) notice if the Settlement Agreement is terminated after Pre-Approval Notices have been disseminated; (iii) Settlement Approval Notice if the settlement is approved by the Court; and (iv) such other notices as may be ordered by the Court.

8.2 Form of Pre-Approval Notice

(1) The Pre-Approval Notice shall be substantially in the form attached as Schedule "C" or such form ordered by the Court. The Plaintiffs retain discretion to make Non-Material Changes to the Pre-Approval Notice, without Court approval.

8.3 Form of Settlement Approval Notice

(1) The Settlement Approval Notice shall be substantially in the form attached as Schedule "F", or such form ordered by the Court. The Plaintiffs retain discretion to make Non-Material Changes to the Settlement Approval Notice, without Court approval.

8.4 Method of Disseminating Pre-Approval and Settlement Approval Notices

(1) The Pre-Approval Notice and the Settlement Approval Notice shall be disseminated by means of the methods provided for in the Pre-Approval Notice Plan and Settlement Approval Notice Plan, attached as Schedules "B" and "E", respectively, or by such other methods ordered by the Court. The Plaintiffs retain discretion to make Non-Material Changes to the Pre-Approval Notice Plan and the Settlement Approval Notice Plan, without Court approval.

(2) The Settlement Administrator shall implement the Pre-Approval Notice Plan for the dissemination of Pre-Approval Notice, the Settlement Approval Notice Plan

for dissemination of the Settlement Approval Notice, and such other notice as may be required and/or ordered by the Court.

(3) The Settlement Administrator shall, fourteen (14) days before the scheduled Settlement Approval Hearing, or as soon as ordered by the Court, serve on Class Counsel and counsel for the Defendant for filing with the Court, an affidavit providing proof of the dissemination of the applicable Pre-Approval Notice in accordance with the Pre-Approval Notice Plan.

8.5 Defendant Not Responsible for the Costs of Notice

(1) For greater clarity, the Defendant shall have no responsibility for any costs and expenses relating to providing the Pre-Approval Notice, the Settlement Approval Notice, or such other notice as required by this section, by the Court, or otherwise.

SECTION 9: ADMINISTRATION AND IMPLEMENTATION OF SETTLEMENT

9.1 Timing and Mechanics of Administration

(1) Contemporaneous with seeking the Pre-Approval Order, or at such other time as shall reasonably be agreed to by the Parties, the Plaintiffs will seek an order from the Court appointing the Settlement Administrator and approving the Distribution Protocol.

(2) Except to the extent provided for in this Settlement Agreement, the mechanics and timing of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Court on motion(s) brought by the Plaintiffs.

(3) Subject to the Plaintiffs' discretion to make non-material amendments to the Distribution Protocol, and any amendments by the Court, after the Effective Date the Settlement Administrator shall administer the Distribution Protocol and claims process as provided in the Distribution Protocol.

9.2 No Responsibility for Investment, Administration or Distribution

(1) Without limiting the Defendant's obligations under this Settlement Agreement to pay the Settlement Amount, the Defendant shall have no responsibility, financial obligations or liability whatsoever with respect to the investment or distribution of the Settlement Amount, including, but not limited to, Administration Expenses, CPF Entitlement and/or *any amounts due to the Fonds d'aide aux actions collectives pursuant to the Act respecting the Fonds d'aide aux actions collectives*, Honoraria, and Class Counsel Fees and Disbursements.

(2) The Defendant shall have no responsibility, financial obligations, or liability whatsoever in respect to the implementation, supervision, or administration of the Settlement Agreement, the Distribution Protocol, the claims process required by the Distribution Protocol, or in respect of the distribution of the Settlement Funds to Class Members.

9.3 Protection for Persons Involved in the Settlement Administration

(1) The Defendant will not oppose the Plaintiffs and Class Counsel seeking an order from the Court providing that no person may bring any action or take any proceedings against the appointed Settlement Administrator or any of its employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the implementation of the Settlement Approval Order and Settlement Agreement or to the implementation and administration of the Distribution Protocol and the claims process or the investment, distribution, or administration of the Settlement Amount, other than for liabilities as a result of the Settlement Administrator's own actual fraud, dishonesty, or negligence and only with leave of the Court.

(2) The Plaintiffs and Class Counsel will seek, and the Defendant will not oppose, an order from the Court providing that no person may bring any action or take any proceedings against Class Counsel or any of their employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the communication of any personal or private information to the Settlement Administrator, the implementation of the Settlement Approval Order and Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Amount, other than for liabilities as a result of Class Counsel's own willful or fraudulent misconduct and only with leave of the Court.

(3) The Plaintiffs and Class Counsel will seek an order from the Court providing that no person may bring any action or take any proceedings against the Defendant or any of its employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the communication of any personal or private information to the Settlement Administrator, the implementation of the Settlement

Approval Order and Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Amount.

9.4 Reporting

(1) Within sixty (60) days of the completion of its obligations under the Settlement Agreement, the Settlement Administrator shall communicate to the Parties its final report regarding administration of its obligations.

(2) If required by the Court or by law, the Plaintiffs will submit the report provided in subsection 9.4(1) within sixty (60) days of receipt to the Court and the Plaintiffs will require, and submit to the Court, any additional information from the Settlement Administrator as required.

SECTION 10: CLASS COUNSEL FEES AND DISBURSEMENTS, CPF ENTITLEMENT, HONORARIA AND ADMINISTRATION EXPENSES

10.1 Class Counsel Fees and Disbursements, CPF Entitlement, and Administration Expenses

(1) Class Counsel and/or the Settlement Administrator is authorized to pay the Administration Expenses in respect of: (i) any translation required under the Pre-Approval Notice Plan and the Settlement Approval Notice Plan; (ii) the dissemination of the Pre-Approval Notice and the Settlement Approval Notice as required by section 8.1 and the Pre-Approval Notice Plan and the Settlement Approval Notice Plan; (iii) the administration and maintenance of the Trust Account; and (iv) the Settlement Administrators' expenses in implementing and administering the Pre-Approval Notice Plan, the Settlement Approval Notice Plan, the Distribution Protocol, and the claims process as provided in the Distribution Protocol.

(2) Class Counsel may contemporaneously seek the Court's approval to pay Class Counsel Fees and Disbursements, CPF Entitlement and/or *any amounts due to the Fonds d'aide aux actions collectives pursuant to the Act respecting the Fonds d'aide aux actions collectives*, Honoraria, and/or Administration Expenses with seeking approval of this Settlement Agreement, or at such other time as they shall determine in their sole discretion, provided that the CPF Entitlement and/or *any amounts due to the Fonds d'aide aux actions collectives pursuant to the Act respecting the Fonds d'aide aux actions collectives*, Honoraria, and Class Counsel Fees and Disbursements shall not be paid from the Settlement Amount in the event this Settlement Agreement is not approved or is terminated.

(3) The Defendant will take no position on Class Counsel Fees and Disbursements or Honoraria.

(4) The Defendant shall not be liable for any fees, disbursements, or taxes, including Class Counsel Fees and Disbursements, of any lawyers, experts, advisors, agents, or representatives of Class Counsel, the Plaintiffs or Class Members.

SECTION 11: NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

11.1 Right of Termination

(1) The Parties shall, in their respective discretions, have the right to terminate this Settlement Agreement by providing written notice of their election to do so to the other Party(ies) within thirty (30) days following the date on which:

a. the Court declines to approve any of the following material sections of this Settlement Agreement: 3.1, 3.2, 3.3, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.2, 6.3, 6.4, 11.1, 11.2, 11.3 and 11.4;

b. the Settlement Approval Order does not become a Final Order.

(2) Any order, ruling or determination made by the Court with respect to:

a. Class Counsel Fees and Disbursements; or

b. the Distribution Protocol

shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

(3) In addition to subsection 11.1(1), the Plaintiffs shall have the option to terminate the Settlement Agreement in the event of non-payment of the Settlement Amount by the Defendant as provided in subsection 3.1(1).

(4) If the Defendant or Plaintiffs elect to terminate the Settlement Agreement pursuant to subsections 11.1(1) and/or 11.1(3), a written notice of termination shall be provided in accordance with section 12.17 within thirty (30) days following the event of termination. Upon delivery of such a written notice, this Settlement Agreement shall be terminated and, except as provided in subsection 11.3(1), it 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 the Action or any litigation.

11.2 If the Settlement Agreement is Terminated

(1) If this Settlement Agreement is terminated, the Parties agree:

a. the Plaintiffs will bring a motion(s), as reasonably necessary, and the Defendants will cooperate in any such motion(s), to have any prior Pre-Approval Order, Settlement Approval Order or other order set aside and declared null and void and of no force or effect, and all Parties shall be estopped from asserting otherwise; and

b. any steps taken by the Parties in relation to this Settlement Agreement shall be without prejudice to any position that the Parties may later take in respect of any procedural or substantive issues in the Action or any proceeding in Canada.

11.3 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated, this Settlement Agreement, including the releases and dismissals provided in section 5, shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the provisions of subsections 2.4(1), 2.4(2), 2.4(3), 2.4(4),6.1(1), 6.2(1), 6.3(2), 8.1(1), 8.5(1), 10.1(1), 10.1(4), 11.2(1), 11.3(1), 11.3.(2), 12.1(1), 12.1(2), 12.1(3), 12.2(1), 12.3(1), 12.4(1), 12.5(1), 12.6(1), 12.7(1) (as it relates to the sections of this Settlement Agreement that survive termination), 12.8(1), 12.8(2), 12.8(3), 12.8 (4), 12.9(1) (as it relates to the sections of this Settlement Agreement that survive termination), 12.10(1), 12.11(1), 12.12(1), 12.13(1), 12.14(1), 12.15(1), 12.16(1), 12.17(1), and 12.18(1) (and any additional provisions governing confidentiality) and the definitions and Schedules applicable thereto which shall survive the termination and continue in

full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of the above referenced provisions.

(2) All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

11.4 Material Terms

(1) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 11.1, 11.2, and 11.3 shall be material terms to this Settlement Agreement and the failure of the Court to approve any of these terms shall give rise to a right of termination pursuant to subsection 11.1(1) of the Settlement Agreement.

SECTION 12: MISCELLANEOUS

12.1 Motion for Directions

(1) Class Counsel or counsel to the Defendant may apply to the Court for direction in respect of the interpretation, implementation, and administration of this Settlement Agreement.

(2) Class Counsel may apply to the Court for direction in respect of the interpretation, implementation, and administration of the Distribution Protocol.

(3) All motions contemplated by this Settlement Agreement shall be on notice to the Parties, except for motions concerned solely with the implementation and administration of the Distribution Protocol. For certainty, notice need not be provided to the Class in the event of a motion unless so required by the Court.

12.2 Plaintiffs to Provide Court Materials

(1) In addition to the obligations noted in subsections 2.2(2) and 2.3(4), the Plaintiffs will provide the Defendant with all materials they intend to file in any other motion, application, or other court proceeding related to this Settlement Agreement or the settlement not less than seven (7) days in advance of filing, for their review and comment. The Plaintiffs will reasonably consider any comments received from the Defendant before finalizing and filing their materials.

12.3 Headings, etc.

(1) 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 the Settlement Agreement; and

b. The terms “this Settlement Agreement”, “hereof”, “hereunder”, “herein”, and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

12.4 Computation of Time

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

a. where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

b. only in the case where the time for doing an act expires on a holiday, as "holiday" is defined in the *Rules of Civil Procedure*, the act may be done on the next day that is not a holiday.

12.5 Jurisdiction

(1) The Ontario Superior Court of Justice shall have exclusive jurisdiction with respect to the implementation, administration, interpretation, and enforcement of the terms of this Settlement Agreement, the Distribution Protocol, and the Trust Account.

12.6 Governing Law

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

12.7 Entire Agreement

(1) This Settlement Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreement, agreements in principle, memoranda of understanding, and Minutes of Settlement in connection to the subject matter of this Settlement Agreement. None of the Parties will be bound by any prior obligations, conditions, or representations with respect to the

subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.8 Amendment, Breach or Waiver

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

(2) In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect or in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement. However, if any of the terms designated by this Settlement Agreement as being material is held to be invalid, illegal, or unenforceable, either Party may elect to terminate this Settlement Agreement in accordance with subsection 11.1(1).

(3) Upon determination that any term or provision is invalid, illegal, or unenforceable, the Parties may, in their sole discretion, negotiate to amend this Settlement Agreement to effect the original intent of the Parties as closely as possible. Any such amendment shall be reviewed and approved by the Court before it becomes effective.

(4) The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior, concurrent, or subsequent breach of the same or any other provision of this Settlement Agreement.

12.9 Binding Effect

(1) This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiffs, the Class Members, the Defendants, the Releasing Parties, the Released Parties, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasing Parties and each and

every covenant and agreement made by the Defendant shall be binding upon all of the Released Parties.

12.10 Counterparts

(1) 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, PDF or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.11 Negotiated Agreement

(1) This Settlement Agreement has been the subject of arm's length 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 or effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, any agreement in principle, or the Minutes of Settlement shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.12 Language

(1) 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 à son soutien soient rédigés en anglais.* Nevertheless, the Plaintiffs and/or a translation firm selected by the Plaintiffs shall prepare a French translation of this Settlement Agreement including the Schedules at their own expense, to be paid out of the Settlement Amount. The Parties agree that such translation is for convenience only. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall be considered.

(2) The cost of translating the Notices, claims forms, or other documents referred to or flowing from this Settlement Agreement into French and/or any other language shall, in the event the translation is required, be paid by the Plaintiffs out of the Settlement Amount.

12.13 Recitals

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

12.14 Schedules

(1) The Schedules annexed hereto form part of this Settlement Agreement.

12.15 Acknowledgements

(1) 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;

c. he, she, or the Party's representative fully understands each term of this Settlement Agreement and its effect; and

d. no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.16 Authorized Signatures

(1) 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 on behalf of the Parties identified above their respective signatures and their law firms.

12.17 Notice

(1) 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 in writing and shall be provided personally by email to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs/Class Members

Lax O'Sullivan Lisus Gottlieb LLP
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For the Defendant

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Glenn Zacher (gzacher@stikeman.com)
Daniel S. Murdoch (dmurdoch@stikeman.com)
Lesley Mercer (lmercer@stikeman.com)

12.18 Date of Execution

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

Per:

Counsel to the Defendant Aviva Insurance Company of Canada

Per:

Class Counsel

Schedule A – Pre-Approval Order

Court File No. CV-20-00643386-00CP
CV-24-00728023-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	_____DAY, THE ____ DAY
	)	
JUSTICE E.M. MORGAN	)	DAY OF _____, 2025

B E T W E E N:

NORDIK WINDOWS INC., CASH AND CARRY INC., HANGAR9 STUDIO INC. and REAL FOOD FOR REAL KIDS INC.

Plaintiffs

and

AVIVA INSURANCE COMPANY OF CANADA, ~~AVIVA GENERAL INSURANCE COMPANY and AVIVA CANADA INC.~~

Defendant~~s~~

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(PRE-APPROVAL ORDER)

THIS MOTION made by the Plaintiffs for an Order approving the form and content of notice of settlement approval hearing and the method of dissemination to Class Members under section 27.1(8) of the *Class Proceedings Act, 1992,* SO 1992, c 6, was heard on **[NTD: insert date]** in writing.

ON READING the materials filed, including the Settlement Agreement dated **[NTD: insert execution date]** attached to this Order as **Appendix "A"** and the Distribution Protocol attached to this Order as **Appendix "B"**;

AND ON BEING ADVISED that the Parties consent to this Order:

1. **THIS COURT DECLARES** that, in addition to terms defined in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT ORDERS** that the Class Members shall be given notice of the settlement approval hearing (the "**Notice**") in substantially the form set out in **Appendix "C"** and in the manner set out in **Appendix "D"** and shall be deemed to have been provided notice once the steps in **Appendix "D"** have been completed.

3. **THIS COURT ORDERS** that if the Defendant is contacted by Class Members or insurance brokers regarding the cover letter and/or the Notice delivered to them in accordance with **Appendix "D"**, the Defendant shall direct them to the website: www.avivacanadaclassaction.bdo.ca.

4. **THIS COURT ORDERS** that BDO Canada LLP is hereby appointed Settlement Administrator for the purposes of implementing and administering the Notice Program, the objection process, and if the Settlement Agreement and Distribution Protocol are approved by this Court, implementing and administering the settlement approval notice

program, the Distribution Protocol, and the claims process as provided in the Distribution Protocol.

5. **THIS COURT ORDERS** that any Class Member who wishes to object to the Settlement Agreement must do so by sending a signed written objection to BDO Canada LLP with the below information on or before **[NTD: insert objection filing deadline]** at 5:00 pm EST (the "**Objection Filing Deadline**")**:**

(a) the full name, current address, telephone number, and email address (if applicable) of the Class Member;

(b) confirmation that the individual submitting the objection has authority to act on behalf of the Class Member, if applicable;

(c) the insurance policy number and policy effective date held by the Class Member;

(d) the applicable title of proceedings (*Nordik Windows Inc v Aviva Insurance Company of Canada*, CV-24-00728023-00CL);

(e) a brief statement of the nature of and reason for the Class Member's objection to the Settlement Agreement; and

(f) whether the Class Member intends to appear in a self-represented capacity or by counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and email address of counsel.

6. **THIS COURT ORDERS** that fourteen (14) days before the scheduled Settlement Approval Hearing, BDO Canada LLP shall serve on Class Counsel and the Defendant for filing with the Court an affidavit reporting on the number of written objections received on or before the Objection Filing Deadline and providing copies of the written objections from the objectors.

Morgan J.

NORDIK WINDOWS INC. et al.
Representative Plaintiffs

-and-

AVIVA INSURANCE COMPANY OF CANADA
Defendant

Court File No. CV-20-00643386-00CP
CV-24-00728023-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

DRAFT ORDER (NOTICE OF SETTLEMENT APPROVAL HEARING)

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Lawyers for the Representative Plaintiffs

Schedule B – Pre-Approval Notice Plan

Notice to the Class of the Settlement Agreement and the settlement approval hearing ("**Notice of Settlement Approval Hearing**") of this class proceeding should be given pursuant to section 19 of the *Class Proceedings Act*, *1992* in English and French in a form or manner as approved by the Court.

The Plaintiffs propose that the Notice of Settlement Approval Hearing be distributed in the following manner (the "**Notice Program**").

Direct Notice

The Settlement Administrator will mail and email the Notice of Settlement Approval Hearing to the last known physical address and email (if available) of Class Members previously provided by the Defendant, Aviva Insurance Company of Canada and/or updated addresses provided to BDO Canada LLP, Class Counsel, or Epiq Class Action & Claims Solutions, Inc., as administrator of the certification notice program.

The Settlement Administrator will mail and email the Notice of Settlement Approval Hearing to the 745 insurance brokers at the physical address and email (if available) previously provided by the Defendant, Aviva Insurance Company of Canada.

Class Counsel will deliver the Notice of Settlement Approval Hearing by direct email to those Class Members with whom Class Counsel is in contact or that request it from them.

The Settlement Administrator or Class Counsel will send the Notice of Settlement Approval Hearing by mail or email to any Class Member who requests it from either Class Counsel or the Defendant.

Indirect Notice

The Settlement Administrator will post the Notice of Settlement Approval Hearing on the dedicated websites:

www.avivacanadaclassaction.bdo.ca

In addition, Class Counsel shall make the Notice of Settlement Approval Hearing available to Class Members by posting the Notice of Settlement Approval Hearing on the respective websites of Class Counsel.

The Plaintiffs propose that all of the above-mentioned steps be taken within fifteen (15) days following the date of the Pre-Approval Order.

Schedule C – Pre-Approval Notice

Notice of Settlement Approval Hearing

IF YOU HELD BUSINESS INTERRUPTION INSURANCE WITH AVIVA CANADA AT ANY TIME BETWEEN MARCH 1, 2020 AND AUGUST 31, 2021, *PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE AFFECTED*

PLEASE NOTE THAT ONLY THOSE WHO SUBMITTED NOTICE OF AN INSURANCE CLAIM TO EITHER AVIVA INSURANCE COMPANY OF CANADA OR EPIQ CLASS ACTION & CLAIMS SOLUTIONS, INC. OR CLASS COUNSEL PRIOR TO AUGUST 26, 2025 ARE ENTITLED TO RECEIVE COMPENSATION UNDER THE PROPOSED SETTLEMENT

Why did I get this Notice?

The parties have reached a settlement (the "**Settlement**") in the certified class action lawsuit *Nordik Windows Inc. et al v. Aviva Insurance Company of Canada*, Court File Nos. CV-20-00643386-00CP and CV-24-00728023-00CL (the "**Action**"). This Settlement is subject to court approval.

Aviva Insurance Company of Canada ("**Aviva**") has agreed to pay an all-inclusive amount of $150,000,000.00, inclusive of fees, disbursements, Class Proceedings Fund levy, notice and administration costs, and all other amounts (the "**Settlement Amount**") in exchange for a full and final release of all claims in or relating to the Action. The settlement is not an admission of liability on the part of Aviva but is a compromise of disputed claims.

Am I A Class Member?

You are a Class Member if you did not opt-out and:

1. your business purchased a valid insurance policy that was in force for some or all of the period from March 1, 2020 through August 31, 2021, including Aviva Enterprise, Aviva Commercial, or any other Aviva policy that contained business interruption insurance coverage (explained in more detail below), as defined at paragraph 2 of the Certification Order of Morgan J. dated March 22, 2023. Class Member includes businesses that are members of the certified class in the Quebec *L'Academie Class Action (9391-2186 Quebec Inc. (DBA Restaurant L'Academie Crescent) v. Aviva Insurance Company of Canada et al,* Court File No. 500-06-001091-202) or the proposed class in the British Columbia *Fritzwork Class Action* (*Fritzworks Printing Services Inc. v. Aviva Insurance Company of Canada,* Court File No. VLC-S-S-209189) or any other proposed class actions against Aviva relating to the matters that are the subject of this Action. Class Member does not include business that are members of the certified classes in *Matt McCallum et al v Aviva Insurance Company of Canada,* CV-20-0000981-00CP and *The Royal Canadian Legion, Victory Branch #317 v Aviva Insurance Company of Canada*, CV-20-00001041-00CP.

What is this Lawsuit About?

This action was commenced by the following Plaintiffs: Nordik Windows Inc., Cash and Carry Inc., Hangar9 Inc., and Real Food For Real Kids (collectively, the "**Representative Plaintiffs**"). The lawyers for the Representative Plaintiffs and Class Members are Thomson Rogers LLP, Lax O'Sullivan Lisus Gottlieb LLP and Miller Thompson LLP ("**Class Counsel**").

Aviva issued insurance policies which allegedly indemnified insureds for losses associated with "business interruption" under endorsements for restricted access and negative publicity (explained further below). In 2020, the COVID-19 pandemic severely impacted Canada's economy and caused many businesses to suffer business losses. Aviva determined that most COVID-19 related business income loss insurance claims were not covered under the endorsements for restricted access and negative publicity.

The Representative Plaintiffs sued Aviva for denying insurance claims made for business interruption coverage. Specifically, the Representative Plaintiffs advanced claims under Aviva's restricted access Coverage ("**RA Coverage**") and negative publicity Coverage ("**NP Coverage**") (each individually and together comprising the "**Applicable Coverage**"), among other business interruption coverage.

- RA Coverage insures actual business income loss caused by the interruption of business when ingress to or egress from the premises is restricted, in whole or in part, by order of civil authority resulting from an outbreak of a contagious or infectious disease that is required by law to be reported to government authorities.

- NP Coverage insures actual business income loss caused by an outbreak of a contagious or infectious disease within a specified distance (typically 25 kilometers) of the premises that is required by law to be reported to government authorities.

Will I Be Eligible for Compensation Under the Settlement?

If the Court approves the Settlement, you will be eligible to make a claim for compensation under the proposed Settlement if you are a Class Member who:

a. made an insurance claim to Aviva **or** Epiq Class Action & Claims Solutions, Inc. ("**Epiq**") **or** Class Counsel for business interruption losses related to the COVID-19 pandemic **before August 26, 2025**; and

b. your Aviva insurance policy contained the Applicable Coverage.

For greater certainty, Class Members that have made insurance claims includes all members of the certified class in the Quebec *L'Academie Class Action (9391-2186 Quebec Inc. (DBA Restaurant L'Academie Crescent) v. Aviva Insurance Company of Canada et al,* Court File No. 500-06-001091-202).

Will I Receive Compensation from the Settlement?

The Settlement is not binding until the Court approves it.

If the Court approves the Settlement, eligible Class Members that submit claims under the Settlement claims process will receive:

1) **$15,000.00** if you elect to proceed under the **Simplified Claims Process**; or,

   Note: No Required Financial Loss Data (listed below) is needed for claims made using the Simplified Claims Process.

2) **your business income loss for the 30-day Indemnity Period (**March 18, 2020 to April 17, 2020) calculated using the Business Income Loss Calculation.

   Note: A Business Income Loss Calculation is based on an eligible Class Member's Required Financial Loss Data which includes, in order of preference:

   (i) the Class Member's corporate tax filings (all forms including General Index of Financial Information ("GIFI")) for the years ending in 2019, 2020, and 2021 for incorporated entities and personal tax filings for unincorporated businesses (all forms including Statement of Business or Professional Activities);

   (ii) the Class Member's monthly profit and loss statements in 2019, 2020, and 2021, if available; and

   (iii) the Class Member's annual financial statements, externally prepared and audited if available, for the years ending 2019, 2020, and 2021.

IMPORTANT: A Class Members' business income loss may be adjusted on a *pro rata* basis depending on the number of claims made by Class Members and the cost of settlement administration fees and expenses. Class Members who elect to proceed under the Simplified Claims Process will not be subject to *pro rata* adjustments.

How do I Participate?

If you are a Class Member and you want to participate in the Settlement, **you do not need to do anything at this time.**

If the Court approves the Settlement, you will be notified in writing regarding how to apply for compensation.

What is the Legal Fee Arrangement?

Class Counsel will seek court approval of the payment of the following from the $150,000,000 settlement amount:

- a legal fee of 27.5% of the Settlement Amount, plus applicable taxes;

- disbursements (expenses) incurred by Class Counsel and the Class Proceedings Fund to advance the Action and administration expenses incurred to administer the Settlement, plus applicable taxes;

- an honorarium of $15,000.00 to each of the Representative Plaintiffs for the work and time undertaken by them in the Action;

- a levy in the amount of 10% of the net recovery payable to the Class to be provided to the Class Proceedings Fund pursuant to Regulation 771/92; and

- the administrative expenses required for the Settlement Administrator to implement and administer the Settlement, including the notice programs and claims process.

Class Counsel fees, disbursements, the Class Proceedings Fund's levy, administrative expenses, and any payments to the Representative Plaintiffs are subject to Court approval to ensure fairness.

What if I Want to Object to the Settlement or Legal Fee?

All Class Members have the right to object to the approval of the Settlement, Class Counsel fees, disbursements, administration expenses, or the payment of an honorarium to the Representative Plaintiffs.

To make an objection, you must deliver a signed written objection by pre-paid mail, courier, fax or email to the Settlement Administrator, BDO Canada LLP, no later than <add date> at 5:00 p.m. EST. The written objection must contain the following information:

a) the Class Member's full name, current mailing address, telephone number and email address (if applicable);

b) confirmation that the individual submitting the objection has authority to act on behalf of the Class Member, if applicable;

c) the policy number and policy effective date held by the Class Member;

d) the applicable title of proceedings (*Nordik Windows Inc v Aviva Insurance Company of Canada*, CV-24-00728023-00CL);

e) a brief statement of the nature of and reason for the Class Member's objection to the Settlement; and,

f) whether the Class Member intends to appear self-represented or by counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and email address of counsel.

BDO Canada LLP
<add address, fax, email>

If the Court approves the Settlement, you will be bound by the Settlement unless you previously opted out of the class action. The opt-out deadline expired on May 19, 2024.

Court Documents, Hearings and Help

A Court hearing will be held to seek approval of the Settlement by the Court (the "**Settlement Approval Hearing**"). The Settlement Approval Hearing will take place on <date>, in person at 330 University Avenue in Toronto, or by Zoom at the following link: <link to zoom meeting>.

For more information or a copy of the Settlement, please go to the following website:

www.avivacanadaclassaction.bdo.ca

If you are unsure whether you are included in the Class, or have any other questions regarding this notice, you can ask for **free help** by calling or emailing BDO Canada LLP at <email> or <phone> in English or at <email> or <phone> in French or Class Counsel at avivaclassaction@lolg.ca in English.

This Notice has been authorized by an Order of the Superior Court of Ontario.

Schedule D – Settlement Approval Order

Court File No. CV-20-00643386-00CP
CV-24-00728023-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	……..……, THE ……
	)	
JUSTICE E.M. MORGAN	)	DAY OF ……..., 2025

B E T W E E N:

(Court Seal)

NORDIK WINDOWS INC., CASH AND CARRY INC., HANGAR9 STUDIO INC. and REAL FOOD FOR REAL KIDS INC.

Plaintiffs

and

AVIVA INSURANCE COMPANY OF CANADA, ~~AVIVA GENERAL INSURANCE COMPANY and AVIVA CANADA INC.~~

Defendant~~s~~

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(SETTLEMENT APPROVAL AND NOTICE)

THIS MOTION made by the Plaintiffs for an Order approving the Settlement Agreement and approving the form and content of notice of the approval of the Settlement Agreement to be provided to Class Members under section 27.1(12) of the *Class Proceedings Act, 1992*, SO 1992, c 6, and dismissing this action against the Defendant

was heard on **[NTD: insert date]**, at 330 University Avenue, 8th Floor, Toronto ON M5G 1R7.

ON READING the materials filed, including the Settlement Agreement dated **[NTD: insert execution date]** attached to this Order as **Appendix "A"** and the Distribution Protocol attached to this Order as **Appendix "B"**;

AND ON HEARING the submissions of counsel for the Parties **[NTD: and the submissions of any objectors, fair and adequate notice of the within hearing having been provided to the Class in accordance with the Order of this Court dated ●]**;

AND ON BEING ADVISED that the deadline for written objections to the Settlement Agreement was **[NTD: insert objection filing deadline]** and there were **[NTD: insert number]** written objections to the Settlement Agreement received;

AND ON BEING ADVISED that the deadline for opting out of the Action was on May 19, 2024 and that 1,061 valid opt-outs were received by the certification notice administrator, Epiq Class Action & Claims Solutions, Inc.;

AND ON BEING ADVISED that the Parties consent to this Order:

1. **THIS COURT ORDERS** that, in addition to the terms defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

3. **THIS COURT ORDERS** that the Settlement Agreement and this Order are binding on the Parties and on every Class Member that did not opt out of this action before the expiry of the Opt Out Deadline, whether or not such Class Member claims or receives compensation, including those persons who are under disability, and the requirements of Rules 7.04(1) and 7.08(f) of the *Rules of Civil Procedure* are dispensed with.

4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable, and in the best interests of the Class.

5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved, pursuant to section 27 of the *Class Proceedings Act, 1992,* SO 1992, c 6, and shall be implemented and enforced in accordance with its terms and the terms of this Order.

6. **THIS COURT ORDERS** that the Parties may make non-substantive amendments to the Settlement Agreement, including the Schedules, provided that each Party to the Settlement Agreement agrees in writing to any such amendments.

7. **THIS COURT ORDERS** that, upon the Effective Date, each of the Releasing Parties jointly and severally, individually and collectively, has released and shall be conclusively deemed to have fully, finally, and forever absolutely waived, released, relinquished, and discharged the Released Parties from the Released Claims.

8. **THIS COURT ORDERS** that, upon the Effective Date, each Releasing Party shall forever be enjoined from and shall not now or hereafter institute, continue, maintain, intervene in, assert or prosecute, either directly or indirectly, in any forum, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person,

any proceeding, cause of action, claim or demand against any Released Parties, or any other person who may claim contribution or indemnity or other claims over relief from any Released Parties, in respect of any Released Claim, and agrees and covenants not to to assist any third party in commencing or maintaining any suit against any Released Parties, or any other person who may claim contribution or indemnity or other claims over relief from any Released Parties, for any Released Claims.

9. **THIS COURT ORDERS** that, upon the Effective Date, each Class Member shall be deemed to have consented to the dismissal as against the Released Parties of any Other Actions they have commenced in respect of the Released Claims, without costs and with prejudice.

10. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any Class Member in respect of the Released Claims shall be and is hereby dismissed against the Released Parties, without costs and with prejudice.

11. **THIS COURT ORDERS** that the Notice of Settlement Approval (the "**Notice**"), a copy of which is attached as **Appendix "C"**, is hereby approved for distribution in accordance with the Settlement Approval Notice Plan (the "**Notice Plan**"), a copy of which is attached as **Appendix "D"**.

12. **THIS COURT DECLARES** that the dissemination of the Notice as set out in the Settlement Agreement and the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to the Class entitled to notice, and satisfies the requirements of notice pursuant to ss 17 through 22, inclusive, of the *Class Proceedings Act, 1992.*

13. **THIS COURT ORDERS** that the Settlement Administrator, BDO Canada LLP, shall, within 60 days after the date on which the settlement funds are fully distributed, file with the Court the report contemplated by section 27.1(16) of the *Class Proceedings Act, 1992.*

14. **THIS COURT ORDERS** that if the Defendant is contacted by Class Members or insurance brokers regarding the cover letter and/or the Notice delivered to them in accordance with the Notice Plan, the Defendant shall direct them to the website: www.avivacanadaclassaction.bdo.ca.

15. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Released Parties shall have any responsibility or liability for any matter whatsoever relating to the communication of any personal or private information to the Settlement Administrator, the implementation of the Settlement Approval Order and Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process, or the administration, investment or distribution of the Settlement Amount.

16. **THIS COURT ORDERS** that that no person may bring any action or take any proceedings against the appointed Settlement Administrator, or any of its employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the implementation of the Settlement Approval Order and Settlement Agreement or to the implementation and administration of the Distribution Protocol and the claims process or the investment, distribution, or administration of the Settlement

Amount, other than for liabilities as a result of the Settlement Administrator's own actual fraud, dishonesty, or negligence and only with leave of the Court.

17. **THIS COURT ORDERS** that no person may bring any action or take any proceedings against Class Counsel or any of their employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the communication of any personal or private information to the Settlement Administrator, the implementation of the Settlement Approval Order and Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Amount, other than for liabilities as a result of Class Counsel's own willful or fraudulent misconduct and only with leave of the Court.

18. **THIS COURT ORDERS** that the requested Class Counsel Fees in the amount of <$____> and Disbursements in the amount of <$____> be paid from the Settlement Amount, in accordance with the provisions of the Settlement Agreement.

19. **THIS COURT ORDERS** that the Class Proceedings Fund of the Law Foundation of Ontario (the "**Fund**") is entitled to a levy in the amount of 10% of the net settlement amount to which one or more Class Member(s) is entitled (the "**Levy**") plus the amount of any outstanding disbursements awarded to the Plaintiffs which have not been repaid to the Fund (the "**Outstanding Disbursements**"), in accordance with section 10 of O. Reg 771/92: Class Proceedings.. For greater certainty, the Fund is entitled to payment of:

(a) <$____>from the Settlement Amount in respect of Outstanding Disbursements to January 7, 2026; and

(b) An amount to be determined after the settlement administration is complete from provisions of the Settlement Fund in respect of the Levy.

20. **THIS COURT ORDERS** that no amounts shall be distributed to any Class Members until the Class Proceedings Committee has had an opportunity to review and confirm the calculation of the Levy in paragraph 19 of this Order. If there is any dispute or question as to the calculation of the Levy to the Fund, Class Counsel and counsel for the Fund shall arrange an appearance before the Honourable Justice Morgan to resolve the issues and that, pending any appearance, no amounts shall be distributed to any Class Members.

21. **THIS COURT ORDERS** that the Representative Plaintiffs, Nordik Windows Inc., Cash and Carry Inc, Hangar9 Studios Inc, and Real Food for Real Kids, are each awarded an honorarium of $15,000 **[NTD: subject to change]**, which amounts will be paid out of the Settlement Funds.

22. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role.

23. **THIS COURT ORDERS** that any Party may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties.

24. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

25. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class.

26. **THIS COURT ORDERS** that, upon the Effective Date, this action is hereby dismissed without costs and with prejudice.

Morgan J.

NORDIK WINDOWS INC. et al.
Representative Plaintiffs

-and-

AVIVA INSURANCE COMPANY OF CANADA
Defendant

Court File No. CV-20-00643386-00CP
CV-24-00728023-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

DRAFT ORDER (SETTLEMENT APPROVAL AND NOTICE)

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Lawyers for the Representative Plaintiffs

Schedule E – Settlement Approval Notice Plan

Notice to the Class of the approval of the settlement ("**Notice of Settlement Approval**") of this class proceeding should be given pursuant to section 19 of the *Class Proceedings Act*, *1992* in English and French in a form or manner as approved by the Court.

The Plaintiffs propose that the Notice of Settlement Approval be distributed in the following manner (the "**Notice Program**").

Direct Notice

The Settlement Administrator will mail and email the Notice of Settlement Approval to Class Members at the physical addresses and email addresses, where available, previously provided by the Defendant, Aviva Insurance Company of Canada and/or the records maintained by BDO Canada LLP, Class Counsel, or Epiq Class Action & Claims Solutions, Inc., as administrator of the certification notice program.

The Settlement Administrator will mail and email the Notice of Settlement Approval to the 745 insurance brokers at the physical addresses and email addresses, where available, previously provided by the Defendant, Aviva Insurance Company of Canada..

Class Counsel will deliver the Notice of Settlement Approval by direct email to those Class Members with whom Class Counsel is in contact.

The Settlement Administrator or Class Counsel will send the Notice of Settlement Approval by email or mail to any person who requests it from either Class Counsel or the Defendant.

Indirect Notice

The Settlement Administrator will post the Notice of Settlement Approval on the dedicated website:

www.avivacanadaclassaction.bdo.ca

In addition, Class Counsel shall make the Notice of Settlement Approval available to Class Members by posting the Notice of Settlement Approval on the respective websites of Class Counsel

The Plaintiffs propose that all of the above-mentioned steps be taken within fifteen (15) days following the date of the Order approving the proposed Settlement. Alternatively, if the Settlement is not approved, the Plaintiff proposes that a notice be distributed to the Class in accordance with paragraph (a) of the Notice Program describing the outcome of the settlement approval hearing.

Schedule F – Settlement Approval Notice

Notice of Settlement Approval

IF YOU HELD BUSINESS INTERRUPTION INSURANCE WITH AVIVA CANADA AT ANY TIME BETWEEN MARCH 1, 2020 AND AUGUST 31, 2021, *PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE AFFECTED*

PLEASE NOTE THAT ONLY THOSE WHO SUBMITTED NOTICE OF AN INSURANCE CLAIM TO EITHER AVIVA INSURANCE COMPANY OF CANADA OR EPIQ CLASS ACTION & CLAIMS SOLUTIONS, INC. OR CLASS COUNSEL PRIOR TO AUGUST 26, 2025 ARE ENTITLED TO RECEIVE COMPENSATION UNDER THE PROPOSED SETTLEMENT

Why did I get this Notice?

This Notice is to advise you that the settlement (the "**Settlement**") in the certified class action lawsuit *Nordik Windows Inc. et al v. Aviva Insurance Company of Canada*, Court File Nos. CV-20-00643386-00CP and CV-24-00728023-00CL (the "**Action**") **has been approved by the Court**.

Class Members who made a claim for business interruption insurance coverage to either Aviva Insurance Company of Canada ("**Aviva**") or Epiq Class Action & Claims Solutions, Inc. or Class Counsel before August 26, 2025 and their Aviva insurance policy contained the Applicable Coverage (defined below) are eligible to apply for compensation under the Settlement.

Settlement Amount Approved by the Court

Settlement Funds of **$150,000,000.00** (less approved legal fees, disbursements, Class Proceedings Fund levy, notice and administration costs) are available to pay Class Members who make a claim for compensation by completing a Claim Form and submitting it to the Settlement Administrator, as described below.

Am I Eligible for Compensation Under the Settlement?

You are eligible to make a claim for compensation if:

1) you are a Class Member (if your business purchased a valid insurance policy that was in force for some or all of the period from March 1, 2020 through August 31, 2021, including Aviva Enterprise, Aviva Commercial, or any other Aviva policy that contained business interruption insurance coverage, as defined at paragraph 2 of the Certification Order of Morgan J. dated March 22, 2023);

   AND YOU:

2) made a claim to Aviva Insurance Company of Canada **or** Epiq Class Action & Claims Solutions, Inc. ("**Epiq**") **or** Class Counsel for business interruption losses related to the COVID-19 Pandemic **before August 25, 2025**; and,

3) your Aviva insurance policy contained the **Applicable Coverage** (defined below).

   Applicable Coverage includes restricted access coverage ("**RA Coverage**") and negative publicity coverage ("**NP Coverage**") (together, the "**Applicable Coverage**"):

   - RA Coverage insures actual business income loss caused by the interruption of business when ingress to or egress from the premises is restricted, in whole or in part, by order of civil authority resulting from an outbreak of a contagious or infectious disease that is required by law to be reported to government authorities.

   - NP Coverage insures actual business income loss caused by an outbreak of a contagious or infectious disease within a specified distance (typically 25 kilometers) of the premises that is required by law to be reported to government authorities.

For greater certainty, Class Members that have made insurance claims includes all members of the certified class in the Quebec *L'Academie Class Action (9391-2186 Quebec Inc. (DBA Restaurant L'Academie Crescent) v. Aviva Insurance Company of Canada et al,* Court File No. 500-06-001091-202).

How Much Money Will I Receive If I apply for Compensation?

Class Members can choose to apply under one of the two options:

3) **$15,000.00** if you elect to proceed under the **Simplified Claims Process**; or,

   Note: No Required Financial Loss Data (listed below) is needed for claims made using the Simplified Claims Process.

4) **your business loss for the 30-day Indemnity Period (**March 18, 2020 to April 17, 2020) calculated using the Business Income Loss Calculation.

   Note: A Business Income Loss Calculation is based on an eligible Class Member's Required Financial Loss Data which includes, in order of preference:

   (i) the Class Member's corporate tax filings (all forms including General Index of Financial Information ("GIFI")) for the years ending in 2019, 2020, and 2021 for incorporated entities and personal tax filings for unincorporated businesses (all forms including Statement of Business or Professional Activities);

(ii) the Class Member's monthly profit and loss statements in 2019, 2020, and 2021, if available; and

(iii) the Class Member's annual financial statements, externally prepared and audited if available, for the years ending 2019, 2020, and 2021.

IMPORTANT: A Class Members' business income loss may be adjusted on a *pro rata* basis depending on the number of claims made by Class Members and the cost of settlement administration fees and expenses. Class Members who elect to proceed under the Simplified Claims Process will not be subject to *pro rata* adjustments.

How do I Apply for Compensation?

You must complete a **Claim Form** and submit it to the Settlement Administrator, BDO Canada LLP, by no later than <add date>.

The Claim Form is available here <add link> and can be submitted by <add>.

Following receipt of your Claim Form, the Settlement Administrator, BDO Canada LLP, will provide you with the **Claim Determination Decision**, which will confirm whether you are eligible for compensation pursuant to the Settlement and confirm either your Business Income Loss Calculation and estimated proportionate Business Income Loss Payment, or if you elected to submit a claim pursuant to the Simplified Claims Process, confirmation of your Simplified Claim Amount.

If you disagree with the Claim Determination Decision, you will have the right to appeal that decision to the Settlement Administrator. The appeal must be submitted within thirty (30) days following your receipt of the Claim Determination Decision. Following an appeal, the Settlement Administrator will provide an Appeal Decision, which is final and not subject to further appeal. Further information on how to appeal will be set out in the Claim Determination Decision.

Deadline for Submitting a Claim for Compensation?

The deadline for submitting your Claim Form is <ADD DATE>.

If you do not apply for compensation, you will not receive any money and you will give up your right to receive money in the future.

Help

You can visit www.avivacanadaclassaction.bdo.ca for more information on the Settlement.

If you are unsure whether you are included in the Class, or have any other questions regarding this notice, you can ask for **free help** by calling or emailing BDO Canada LLP

at <email> or <phone> in English or at <email> or <phone> in French or Class Counsel at avivaclassaction@lolg.ca in English.

This Notice has been authorized by an Order of the Superior Court of Justice of Ontario.