

SCHEDULE D
DISTRIBUTION PROTOCOL
PART I – DEFINITIONS

1. For the purposes of this Distribution Protocol, the definitions found in the Settlement Agreement apply.

PART II – GENERAL PRINCIPLES OF DISTRIBUTION

2. This Distribution Protocol is intended to govern the distribution of the Settlement Amount pursuant to (and as defined in) the Settlement Agreement.

3. All amounts expressed in this Distribution Protocol are in Canadian Dollars (CAD).

PART III – ADMINISTRATION AND NOTIFICATION COSTS AND ORDER OF DISTRIBUTION

4. The intention of the Parties is that the Settlement Amount of \$370,437.50 shall be paid directly to the Class Members in the form of Direct Credit Reimbursements.

5. The Administration Fees will be paid by the Defendant, but separately from and in addition to the Settlement Amount.

6. The Settlement Administrator will issue monthly invoices to the Defendant (copies of which to be sent to Class Counsel) for payment of the Administration Fees beginning after the appointment of the Settlement Administrator by the Court.

7. The Settlement Amount will be used to pay the Direct Credit Reimbursements to Class Members, as provided for below.

PART IV – SETTLEMENT ADMINISTRATOR WEBSITE

8. Within ten (10) days of the First Order, the Settlement Administrator will set up and post a website to inform Class Members about the Settlement (“**Settlement Website**”). The Settlement Website will include:

- (a) A brief description of the Class Action;
- (b) The copies of the Settlement Agreement with its schedules and of the First Order;
- (c) The copies of the Notice of Hearing and Opt-Out, both long and short form (**Schedules B-1 and B-2**), in English and French;
- (d) The Settlement Administrator's contact information and the Class Counsel's contact information;

9. In addition to this, within ten (10) days of the Effective Date, the Settlement Administrator will add the following to the Settlement Website:

- (a) The copies of the eventual Notice of Court Order, both long and short form, in English and French; and
- (b) The copy of the Second Order;

10. The Defendant must approve the French and English domain name (URL) used for the Settlement Website.

11. The documents available on the Settlement Website will also be made available on Class Counsel's firm website.

12. The Settlement Administrator will create an email address specifically for this settlement where Class Members can contact them via email. This email service will be available as of the publication of the Notice of Hearing and Opt-Out. The Defendant must approve the email address.

PART V – INFORMATION ABOUT CLASS MEMBERS

13. Within five (5) business days following the First Order, Defendant will provide the Settlement Administrator with a full list of Class Members. This list will include, for each Class Member:

- (a) The full name of the individual associated to the HDPP purchase;
- (b) The email address used for the HDPP purchase;

14. The Settlement Administrator will cross-reference the above list with the Class Member information that Class Counsel will provide directly to the Settlement Administrator, including the information of potential Class Members that “signed up” on Class Counsel’s website dedicated to this class action. The Settlement Administrator will update the information found in this list accordingly and on an ongoing basis as required, and will communicate this updated contact information to the Defendant’s counsel.

PART VI – DISTRIBUTION OF THE CONSUMER CREDIT PAYMENTS TO CLASS MEMBERS

15. The following describes the distribution of the Direct Credit Reimbursements to Class Members.

16. Within thirty (30) days of the Effective Date, the Defendant will issue a payment of \$370,437.50 to CashStar corresponding to the Settlement Amount, as well as the following information required for the issuance of the Direct Credit Reimbursements:

- (a) The email address used for the HDPP purchase;
- (b) The value of the Direct Credit Reimbursement that must be sent to each above-mentioned email address.

17. CashStar will then use the Settlement Amount to load the various digital gift cards representing the Direct Credit Reimbursements.

18. Within thirty (30) days of receipt from the Defendant of the payment corresponding to the Settlement Amount, CashStar will issue a digital gift card, representing the Direct Credit Reimbursements, to each Class Member.

19. In order to issue the above Direct Credit Reimbursements to the Class Members, CashStar will use the identifying information provided by the Defendant (which would include any updated email addresses, if applicable).

20. A single Class Member may be entitled to receive multiple Direct Credit Reimbursements if they are associated to multiple purchases of HDPPs from the Defendant's mobile application or website.

21. The Direct Credit Reimbursements will have no expiration date and can be used in any Home Depot store, the Home Depot mobile application, and/or the Home Depot website.

PART VII – REMAINING BALANCE

22. In the event there remain emails containing Direct Credit Reimbursements that bounce back and are unable to be paid to Class Members, these remaining amounts will be subject to the Fonds d'aide levy and the remaining balance will be paid to a charity to be agreed upon by the Parties and approved by the Court.

23. To do so, CashStar will return the remaining balance to the Defendant, who will then send this amount to the Settlement Administrator in a trust account created for these purposes.

24. Upon approval by the Court, the Settlement Administrator will then send the applicable amounts to the Fonds d'aide for their levy, as per the applicable regulation, and will send the remaining balance to the agreed upon charity.

25. The Settlement Administrator will prepare a report outlining the amounts successfully distributed to Class Members as well as the remaining funds. Said report will be filed in Court upon conclusion of this settlement.

PART VIII – RESOLUTION OF DISPUTES

26. Determinations by CashStar or the Settlement Administrator regarding the issuance of a Direct Credit Reimbursement to any individual who does not appear on the list of Class Members provided by the Defendant are final and non-appealable. Prior to making a determination, CashStar and the Settlement Administrator may consult with Class Counsel and Defence Counsel to resolve any questions or uncertainties relating to such determinations.

PART IX – CONFIDENTIALITY

27. All information received from Defendant or the Class Members is collected, used, and retained by CashStar, the Settlement Administrator and/or Class Counsel pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 for the purposes of administering their Claims.

28. All such information is also to be treated confidentially in accordance with any Confidentiality Order rendered by the Court.

29. All Class Member data provided by Defendant to the Settlement Administrator and/or CashStar shall remain confidential and shall not be shared with Class Counsel or anyone else, other than as required by this agreement and with a copy to Defendant's counsel.