

NATIONAL SETTLEMENT AGREEMENT

Made as of January 22, 2021

Between

LAURY HARVEY

(the “**Plaintiff**”)

And

ARCTIC CAT INC.

ARCTIC CAT SALES INC.

(“**ACT**”)

and

YAMAHA MOTOR CANADA LTD.

YAMAHA MOTOR CORPORATION, U.S.A.

YAMAHA MOTOR CO. LTD.

(“**Yamaha**”)

(ACT and Yamaha are collectively referred to hereinafter as the “**Defendants**”)

(Plaintiff and Defendants are collectively referred to hereinafter as the “**Parties**”)

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NATIONAL SETTLEMENT AGREEMENT

SECTION 1. RECITALS

WHEREAS on October 19, 2018, the Plaintiff filed against the Defendants, on behalf of the persons identified herein below (the "**Settlement Class**") an *Application for Authorization to Institute a Class Action and to Obtain the Status of Representative Plaintiff* with supporting exhibits, which proceedings were subsequently amended on December 13, 2018 and on December 19, 2019 (collectively referred to hereinafter as the "**Class Action**"):

*« All persons in Canada who purchased and/or rented a snowmobile with a 7000 or 1049cc engine designed, developed, manufactured, commercialised and/or sold by one of the Defendants (the "Affected snowmobiles" **).*

***The Affected snowmobiles are the following models, for the years 2014 to 2018:*

- *From Arctic Cat :*
 - *ZR 7000 LXR*
 - *ZR 7000 Sno Pro*
 - *ZR 7000 Limited*
 - *ZR 7000 El Tigre*
 - *ZR 7000 RR*
 - *Pantera 7000*
 - *Pantera 7000 Limited*
 - *M 7000 Sno Pro*
 - *XF 7000 Cross Country*
 - *XF 7000 Crosstour*
 - *XF 7000 High Country*
 - *XF 7000 Limited*
 - *XF 7000 LXR*
 - *XF 7000 Sno Pro*
 - *XF 7000 Cross Country Sno Pro*

- *From Yamaha:*
 - *The Viper series »*

(the above-mentioned models are collectively referred to hereinafter as the "**Affected Snowmobiles**")

WHEREAS the Plaintiff asserts that he is an adequate class representative for the Settlement Class and will seek to be appointed Representative Plaintiff in the Class Action;

WHEREAS the Defendants have denied and continue to deny the Plaintiff's allegations and claims in the Class Action, and have denied any wrongdoing or liability to the Plaintiff and the Settlement Class;

WHEREAS the Parties nonetheless intend and desire to compromise, resolve, dismiss and release all allegations and claims for damages or other relief relating to the design, manufacture, distribution, sale or marketing of the Affected Snowmobiles that are set forth in the Class Action and that have been or could have been brought against any Defendants in the Class Action and in any action filed, litigation pending or claim pursued in Canada by any

plaintiff, person or entity who is a member of the Settlement Class;

WHEREAS the Parties have been engaged in a confidential negotiation process with a view to settling the Class Action without any admission of liability and, on September 14, 2020, reached an agreement in principle to dispose of all alleged causes of action, claims and damages relating to the facts and circumstances alleged in the Class Action, a copy of which agreement in principle is attached hereto as Exhibit SET-1 (the “**Agreement in Principle**”);

WHEREAS it is understood and agreed by the Parties that the Agreement in Principle is valid and binding, as regards the subject matters addressed therein, and enforceable on the conditions that complete and final settlement documents (the “**National Settlement Agreement**”) be executed by the Parties and that said National Settlement Agreement be approved by a competent court pursuant to Article 590 of the *Code of Civil Procedure* c. C-25.01;

WHEREAS the Parties undertook, pursuant to the Agreement in Principle to act diligently and in good faith and to cooperate with one another for purposes of negotiating the remaining terms of the National Settlement Agreement, including all modalities relating to the notice program and the claims process, of issuing notices to Settlement Class Members and of advancing the judicial process leading to the approval hearing of the National Settlement Agreement;

WHEREAS the Parties have negotiated and agreed to the terms and conditions contained herein, including the recitals and all Exhibits attached hereto, in order to achieve a full and final nation-wide resolution of all claims that have been or could have been asserted against them by the Plaintiff and the members of the Settlement Class in the Class Action and to avoid further litigation, expenses and resulting inconvenience, as well as to remove the distraction of burdensome and protracted litigation;

WHEREAS the Plaintiff and Class Counsel have reviewed and fully understand the terms of this National Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims, and having regard to the burden and expenses associated with prosecuting the Class Action, including the risks, delays and uncertainties associated with trials and appeals, have concluded that this National Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the Settlement Class he seeks to represent;

WHEREAS the Plaintiff, Class Counsel and the Defendants agree that neither this National Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiff's allegations and claims against the Defendants, which the Defendants expressly deny;

WHEREAS for the purposes of settlement only and contingent on approvals by the Court as provided for in this National Settlement Agreement, the Parties will consent to the authorization of the Class Action solely in relation to the Settlement Class, the Common Issue and the Representative Plaintiff;

WHEREAS the Parties expressly agree that this National Settlement Agreement, including the recitals and Exhibits attached hereto, form, once approved by the Court, the entire agreement between them, to the exclusion of any term or representation not expressly reproduced herein, and supersedes any prior agreement, whether written or verbal, including the Agreement in Principle, reached with respect to the settlement of the Class Action;

WHEREAS the Parties expressly agree that the final version of the Exhibits to this National Settlement Agreement shall be substantially in the form of those attached hereto and may, upon

consent by all Parties, undergo minor modifications to better implement this National Settlement Agreement, as approved by the Court, enhance the Settlement Class Members' understanding of its terms and conditions or implement practical suggestions made by the Claims Administrator, as the case may be;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Class Action be settled on the merits without costs as to the Plaintiff, the Settlement Class he seeks to represent and the Defendants, subject to the approval of the Court, on the following terms and conditions:

SECTION 2. DEFINITIONS

For the purpose of this National Settlement Agreement only, including the recitals and Exhibits attached hereto:

- (1) **“ACT”** means ARCTIC CAT INC. and ARCTIC CAT SALES INC. and all of their direct and indirect Canadian and foreign subsidiaries, predecessors, successors, parents, affiliates, assigns and insurers.
- (2) **“Affected Snowmobiles”** means the snowmobiles manufactured, distributed, leased or sold in Canada by the Defendants or their Authorized Dealers and identified in Exhibit SET-2 attached hereto.
- (3) **“Agreement”** or **“National Settlement Agreement”** means the present national settlement agreement, including the recitals and all Exhibits attached hereto.
- (4) **“Authorized Dealers”** means the branded retailers carrying on business in Canada and authorized by the Defendants to install the Permanent Fix or accept a Credit issued pursuant to this National Settlement Agreement.
- (5) **“Available Transactions”** means the on-line or in-store retail transactions to purchase the goods or obtain the services offered by the Defendants or their Authorized Dealers in the ordinary course of their businesses and enumerated in Exhibit SET-3 attached hereto, to the exclusion of any other transactions.
- (6) **“Claim”** means a request for a Settlement Benefit pursuant to Sections 5.2, 5.3 and 5.4 of this National Settlement Agreement submitted by a Settlement Class Member on a Claim Form validly filed with the Claims Administrator.
- (7) **“Claim Form”** means the form approved by the Court to be used by Settlement Class Members for filing Claims, a copy of which is attached hereto as Exhibit SET-4.
- (8) **“Claims Administration Expenses”** means all expenses incurred by the Claims Administrator in administering the Notice Program, processing all Claims made by Settlement Class Members and distributing any amount payable in cash under this National Settlement Agreement.
- (9) **“Claims Administrator”** means EPIQ Global Inc., whom the Parties have agreed will administer the Notice Program, the claims process and the distribution of the amounts payable in cash to Settlement Class Members in accordance with the terms of this National Settlement Agreement, subject to the approval by the Court.

- (10) **“Claims Period”** means a period of two (2) calendar years from the expiry of the 60-day delay referred to in Section 5.2 d). For greater clarity, it is understood and agreed by the Parties that the Claims Period is a period of 791 calendar days from the Settlement Notice Date.
- (11) **“Claims Deadline”** corresponds to the first business day following the day of expiry of the Claims Period.
- (12) **“Claims Filing Delay”** means a delay of six (6) months from the Settlement Notice Date. To be considered timely, all Claim Forms must be postmarked by the Claims Filing Delay and be received by the Claims Administrator within thirty (30) days of the Claims Filing Delay.
- (13) **“Class Action”** means the class action proceeding commenced by the Plaintiff, LAURY HARVEY, in the Quebec Superior Court, Court File no. 200-06-000225-188, in the judicial district of Quebec.
- (14) **“Class Counsel”** means the law firm of SISKINDS, DESMEULES, AVOCATS, and SISKINDS LLP, duly represented by Mtre Karim Diallo, as he so declares.
- (15) **“Class Counsel Fees”** means the sum of the total amounts of fees and disbursements, including applicable taxes, approved by the Court upon having been petitioned by Class Counsel for that purpose in accordance with the agreed upon terms and formula specified in Section 10 for all the work performed and services rendered by or at the request of Class Counsel to the Settlement Class or to Settlement Class Members in relation to the Class Action, up to the Confirmation Date of the Agreement in Principle (September 14, 2020).
- (16) **“Class Counsel Supplemental Fees”** means the sum of the total amounts of fees and disbursements, including applicable taxes, approved by the Court upon having been petitioned by Class Counsel for that purpose in accordance with the agreed upon terms and formula specified in Section 10 for all the work performed and services rendered by or at the request of Class Counsel to the Settlement Class or to Settlement Class Members in relation to the Class Action, between the Confirmation Date of the Agreement in Principle (September 14, 2020) and the Settlement Date.
- (17) **“Common Issue”** means the following issue: “Were the Defendants negligent in the design, manufacture, distribution, sale or marketing of the Affected Snowmobiles?”.
- (18) **“Compensable Out-of-Pocket Expenses”** means the categories of costs, expenses and disbursements listed identified in Exhibit SET-5 attached hereto, to the exclusion of any other costs, expenses, disbursements or damages of any kind.
- (19) **“Confirmation Date of the Agreement in Principle”** means September 14, 2020.
- (20) **“Court”** means the Quebec Superior Court and any appeal court of competent jurisdiction.
- (21) **“Credit”** means a non-assignable conditional right to a specified amount placed by Defendants at the disposal of Settlement Class Members and redeemable against any Available Transaction made during the Claims Period, subject to the terms and conditions herein.
- (22) **“Defendant”** means anyone of ARCTIC CAT INC., ARCTIC CAT SALES INC.,

YAMAHA MOTOR CANADA LTD. and YAMAHA MOTOR CORPORATION, U.S.A. and YAMAHA MOTOR CO. LTD., and “**Defendants**” means ACT and Yamaha.

- (23) “**Extended Repair Program**” means the Defendants’ offer to install, free of charge, the Permanent Fix on Affected Snowmobiles during the Claims Period.
- (24) “**Exhibits**” means the exhibits attached to this National Settlement Agreement.
- (25) “**Final Order**” means a final judgment or final approval order entered by the Court on a Settlement Approval Application approving this National Settlement Agreement.
- (26) “**Incident**” means a Starter Repair or the performance of services under any Service Bulletin.
- (27) “**Maximum Distance Traveled**” means 30,000 kilometers.
- (28) “**Notice Expenses**” means the reasonable costs and expenses incurred in connection with preparing, printing, mailing, disseminating, posting, emailing, internet hosting and/or publishing the Pre-Approval Notice and Settlement Notice, and all other aspects of administering the Notice Program as outlined in the estimate of the Claims Administrator attached hereto as Exhibit SET-6.
- (29) “**Notice Program**” means the plan approved by the Court for disseminating the Pre-Approval Notice and Settlement Notice, substantially in the manner provided for in the Notice Program which is attached hereto as Exhibit SET-7.
- (30) “**Opt-Out Deadline**” means the date which is thirty (30) days after the Pre-Approval Notice Date, or any such other date as approved by the Court.
- (31) “**Opt-Out Threshold**” means the number of valid opt-outs allowing the Defendants to exercise their discretionary right to terminate this National Settlement Agreement pursuant to Section 11.2. This threshold has been agreed upon by the Parties and shall remain confidential
- (32) “**Other Actions**” means actions or proceedings in Canada, other than the Class Action, relating to Released Claims and commenced by a Settlement Class Member either before or after the Settlement Date.
- (33) “**Party**” means anyone of the Plaintiff, ACT and Yamaha, and “**Parties**” means the Plaintiff, ACT and Yamaha.
- (34) “**Past Owner**” means a Settlement Class Member who: (1) prior to September 14, 2020 had been the owner of an Affected Snowmobile and (2) at the time of making a Claim pursuant to Section 5.2 or Section 5.3 was neither the owner or lessee nor the spouse or common law partner of an owner or lessee: (i) of an Affected Snowmobile nor (ii) of a snowmobile manufactured, distributed, leased or sold in Canada by a Defendant or its Authorized Dealers and not identified in Exhibit SET-2 attached hereto.
- (35) “**Permanent Fix**” means the goods and services defined and offered by ACT under Service Bulletin BS201810 and by Yamaha under Service Bulletin S18-067 to remedy the Starter Deficiency. A copy of Service Bulletin BS201810 is attached hereto as Exhibit SET-8 and a copy of Service Bulletin S18-067 is attached as Exhibit SET-9 to form part hereof.

- (36) “**Person**” means any individual or any corporation, trust, partnership, limited liability company or other legal entity, and their respective successors or assigns.
- (37) “**Plaintiff**” means the individual named as plaintiff in the Class Action, namely LAURY HARVEY.
- (38) “**Pre-Approval Application**” means the application brought before the Court seeking to authorize the Class action on behalf of the Settlement Class, approve the Common Issue, appoint the Plaintiff as Representative Plaintiff and approve the Pre-Approval Notice and the Opt-Out Deadline in the form set out in Exhibit SET-10.
- (39) “**Pre-Approval Notice**” means the notice approved by the Court for disseminating the fact that the Class Action has been authorized for the purpose of settlement and providing information as to the ability of Persons who fall within the Settlement Class to opt out of the Class Action and providing the date for the Settlement Approval Application. The proposed Pre-Approval Notice Long Form is attached hereto as Exhibit SET-11 and the Short Form is attached as Exhibit SET-12.
- (40) “**Pre-Approval Notice Date**” means the date upon which the Pre-Approval Notice is first published or disseminated to the Settlement Class.
- (41) “**Released Claims**” means any and all claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any fact or conduct, whether in Canada or elsewhere, alleged in the Class Action or which could have been alleged in relation to a Starter Deficiency, a Service Bulletin or a Starter Repair.
- (42) “**Releasees**” means ACT, Yamaha, the Authorized Dealers and any entity that manufactured, tested, inspected, audited, certified, purchased, distributed, licensed, transported, marketed, advertised, donated, promoted, sold or offered for sale or for lease any Affected Snowmobile, or any part thereof, including all of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, customers, subrogees and assigns. It is expressly understood that, to the extent a Releasee is not a Party to this National Settlement Agreement, all such Releasees are deemed to be third party beneficiaries of this National Settlement Agreement.
- (43) “**Releasors**” means, jointly and severally, individually and collectively, the Plaintiff, the Settlement Class Members, the Parties’ attorneys, including Class Counsel, their insurers, including private and public health insurers, and their respective subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns.
- (44) “**Representative Plaintiff**” means the Plaintiff.
- (45) “**Service Bulletins**” means the documents issued by ACT bearing identification numbers BS201506, BS201706 and BS201810 and by Yamaha bearing

identification numbers S15-015, S16-080 and S18-067.

- (46) **“Settlement”** means the terms and conditions agreed upon by the Parties to settle the Class Action and contained in this National Settlement Agreement.
- (47) **“Settlement Approval Application”** shall mean the application brought before the Court seeking the approval of this National Settlement Agreement pursuant to Article 590 of the *Code of Civil Procedure* c. C-25.01 and the approval and granting of the releases agreed upon herein.
- (48) **“Settlement Benefits”** means any of the following benefits: the eligibility to the Extended Repair Program, the Credits, the cash payments and the other advantages provided to Settlement Class Members pursuant to Section 5 of this National Settlement Agreement.
- (49) **“Settlement Class”** means the class of Persons defined by Plaintiff in the Class Action, which definition is reproduced in the recitals hereinabove.
- (50) **“Settlement Class Members”** means the members of the Settlement Class who do not validly opt out of that Settlement Class in accordance with the orders of the Court.
- (51) **“Settlement Consideration”** means the consideration exchanged by and between the Defendants and the Settlement Class, as set forth in this National Settlement Agreement, including, without limitation, the Settlement Benefits and the Class Counsel Fees.
- (52) **“Settlement Date”** means the date of the Final Order from the Court approving this National Settlement Agreement.
- (53) **“Settlement Notice”** means the notice to the Settlement Class advising of the approval of the Settlement by the Court as provided herein and includes the proposed Long-Form Settlement Notice attached hereto as Exhibit SET-13 and the proposed Short-Form Settlement Notice attached hereto as Exhibit SET-14.
- (54) **“Settlement Notice Date”** means the date upon which the Settlement Notice is first published or disseminated to the Settlement Class.
- (55) **“Snowmobile Repair Merchant”** means a merchant lawfully carrying out business in the field of snowmobile mechanic and registered as such with the competent fiscal authorities.
- (56) **“Starter Deficiency”** means, in relation to an Affected Snowmobile, a starter deficiency to be remedied by the services offered under any of the Service Bulletins.
- (57) **“Starter Repair”** means a repair effected by a Snowmobile Repair Merchant on the starter of any Affected Snowmobile, or any component thereof, as a result of a Starter Deficiency.
- (58) **“Yamaha”** means YAMAHA MOTOR CANADA LTD. and YAMAHA MOTOR CORPORATION, U.S.A., YAMAHA MOTOR CO. LTD. and all of their direct and indirect Canadian and foreign subsidiaries, predecessors, successors, parents, affiliates, assigns and insurers.

SECTION 3. AGREEMENT FOR SETTLEMENT PURPOSES ONLY

1. No Admission of Liability

- a) Whether or not this National Settlement Agreement is terminated or approved, this National Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this National Settlement Agreement, and any action taken to carry out this National Settlement Agreement, shall not constitute, nor be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Defendants, or of the truth of any of the claims or allegations contained in the Class Action or any other pleading filed by the Plaintiff.

2. National Settlement Agreement Not Evidence

- a) The Parties agree that, whether or not this National Settlement Agreement is terminated or approved, this National Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this National Settlement Agreement, and any action taken to carry out this National 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 authorize the Class Action, approve or enforce this National Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

3. National Settlement Agreement Without Prejudice

- a) The agreement to settle the matters outlined in this National Settlement Agreement is without prejudice to the rights of each of the Parties to seek or oppose the authorization of the Class Action as class proceedings should the National Settlement Agreement be terminated, not be finally approved or implemented for any reason.

SECTION 4. COURT APPROVAL OF AUTHORIZATION, OPT-OUT AND SETTLEMENT

1. Best Efforts

- a) The Parties shall use their best efforts and undertake to act diligently and in good faith and to cooperate with one another to obtain prompt approval of the National Settlement Agreement by the Court and to implement it thereafter.

2. Applications

- a) Class Counsel shall bring a Pre-Approval Application before the Court seeking an order in the form set out in Exhibit SET-10. The Parties agree that the Class Action shall be authorized as a class action solely for purposes of settlement of the Class Action and the approval of this National Settlement Agreement.
- b) Class Counsel, upon the expiry of the Opt-Out Deadline, shall bring a Settlement Approval Application before the Court seeking a Final Order.
- c) Class Counsel agree to provide the Parties with any notice of objection to the Settlement no later than three (3) business days prior to the date set for the Settlement Approval Application.

- d) The Parties agree that the Pre-Approval Application and the Settlement Approval Application shall proceed, if deemed appropriate by the Court, by way of a video-conference. This requirement may be waived or modified by the Parties acting reasonably or if the Court orders otherwise.
- e) If the Court does not grant the orders sought on the Pre-Approval Application or the Settlement Approval Application, either party may terminate the National Settlement Agreement.
- f) This National Settlement Agreement shall only become final on the Settlement Date.

3. Pre-Application Confidentiality

- a) Save for notification requirements under applicable legislation, or as may be required to advise the Court as to the status of the litigation, there shall be no public disclosure of the existence or contents of this National Settlement Agreement until the signed National Settlement Agreement is filed with the Court as part of the Pre-Approval Application. Thereafter, it is agreed that the Parties will not in any way disclose, advertise or communicate any information concerning the existence or contents of the National Settlement Agreement, except by way of: (a) the Notice Program or as may be required to comply with applicable legislation; (b) as may be required to advise Settlement Class Members or Releasers of the particulars of the Settlement for the purposes of administering the Settlement, and (c) if otherwise agreed to by the Parties.

4. Jurisdiction of the Court

- a) The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Class Action, the Parties thereto, the Settlement Class as defined herein and the Claims Administrator, to interpret and enforce the terms, conditions, and obligations under this National Settlement Agreement. The Court will be responsible for the approval of Class Counsel Fees and Class Counsel Supplemental Fees, if any.

SECTION 5. SETTLEMENT BENEFITS

In addition to all other Settlement Consideration set forth in this Agreement, the Settlement Class Members are entitled to the following Settlement Benefits:

1. Category 1 Claim: Extended Repair Program

- a) Prior to the Claims Deadline or up to the Maximum Distance Traveled, whichever comes first, Settlement Class Members are entitled to have the Permanent Fix installed, free of charge, for each Affected Snowmobile they own or lease at the time of such Claim.
- b) Subject to the Court's supervision pursuant to Section 13.1, this Category 1 Claim process is administered by the Defendants. In order to benefit from the Extended Repair Program, a Settlement Class Member must contact any of the Authorized Dealers and, if an entitlement to such benefit is confirmed by the Defendants, comply with the directives given by or on behalf of the Defendants, including by their Authorized Dealers, to schedule and ensure the proper and timely installation of the Permanent Fix.

2. Category 2 Claim: Repair work pursuant to Service Bulletins BS201506, BS201706, S15-015 or S16-080

- a) Settlement Class Members who, prior to September 14, 2020:

- i. availed themselves of the goods and services offered under either Service Bulletin BS201506 or Service Bulletin BS201706 or under Service Bulletin S15-015 or S16-080 are entitled to receive a single Credit of CAN \$80, irrespective of the number of Affected Snowmobiles owned or leased by each Settlement Class Member, redeemable against any Available Transaction made during the Claims Period;
 - ii. availed themselves of the goods and services offered under both Service Bulletin BS201506 and Service Bulletin BS201706 or under both Service Bulletin S15-015 and Service Bulletin S16-080 are entitled to receive a single Credit of CAN \$160, irrespective of the number of Affected Snowmobiles owned or leased by each Settlement Class Member, redeemable against any Available Transaction made during the Claims Period.
- b) A Credit validly issued pursuant to this Section 5.2 a) but not used during the Claims Period will expire and no longer be valid nor redeemable as of the Claims Deadline. If such Credit is used during the Claims Period against any Available Transaction, the unused balance thereof, if any at the Claims Deadline, will be convertible in cash and paid to the Settlement Class Members, on an individual basis, as a single lump sum payment effected by the Claims Administrator by way of an appropriate and cost-effective way to transfer funds no later than ninety (90) days after the Claims Deadline.
- c) For greater clarity, it is understood and agreed that Settlement Class Members who, prior to September 14, 2020:
 - i. did not avail themselves of the goods or services offered under either Service Bulletin BS201506 or Service Bulletin BS201706 or Service Bulletin S15-015 or Service Bulletin S16-080; or
 - ii. availed themselves only of the goods or services offered under Service Bulletin BS201810 or Service Bulletin S18-067,are not entitled to receive a Credit pursuant to Section 5.2 a) but may be entitled to receive other Settlement Benefits pursuant to Section 5.3 or Section 5.1 if, in this latter case, they have not already availed themselves of the Permanent Fix.
- d) Subject to the Court's supervision pursuant to Section 13.1, this Category 2 Claim process is administered jointly by the Defendants and the Claims Administrator. Prior to the Settlement Notice Date, the Defendants will rely on available and accessible internal records to prepare and provide Class Counsel and the Claims Administrator with the list of the serial numbers of the Affected Snowmobiles whose owner or lessee is entitled to receive a Credit pursuant to Section 5.2 a), on the understanding that such list will be referred to in the Settlement Notice and posted on Class Counsel and the Claims Administrator's dedicated web sites on the Settlement Notice Date. Settlement Class Members not identified in this list and nonetheless seeking recognition of an entitlement to receive a Credit pursuant to Section 5.2 a) will be permitted, during a delay of sixty (60) days from the Settlement Notice Date, to request that they be added to said list by sending an email to the Claims Administrator indicating the serial number of each of their Affected Snowmobiles, in accordance with the terms and conditions contained in the Settlement Notice. An entitlement to any such Credit shall be determined by the Claims Administrator within thirty (30) days of receipt of said request. If an entitlement is confirmed by the Claims Administrator, the list will be modified accordingly by the Defendants. The list will become final and binding on all Parties once all such requests validly received during the 60-day delay referred to above have been processed by the

Claims Administrator, but no later than ninety (90) days from the Settlement Notice Date. In order to benefit from this Category 2 Claim program, a Settlement Class Member must complete and submit to the Claims Administrator the Claim Form attached hereto as Exhibit SET-4, duly completed (Part A) in accordance with the terms and conditions contained therein.

- e) An amount equal to the value of the Credits issued to a Settlement Class Member pursuant to Section 5.2 a) will be credited by the Defendants, or on their behalf by their Authorized Dealers, in the account of each of the Settlement Class Members with whom they maintain a business relationship at the Settlement Notice Date. Such Credits will become redeemable against any Available Transaction as of the date of confirmation of an entitlement to such Credits by the Claims Administrator in conformity with Section 5.2 d).
- f) The issuance of a Credit to a Settlement Class Member will be confirmed electronically by way of an email sent by the Claims Administrator to each Settlement Class Member at the address provided in the Claim Form.
- g) Settlement Class Members may be asked by and shall provide forthwith to the Claims Administrator or the Defendants any additional information, including personal information, that may be deemed necessary by them to ensure the safe and reliable issuance, tracking, administration, conversion and cancellation of used or unused Credits.

3. Category 3 Claim: Compensable Out-of-Pocket Expenses

- a) Subject to Section 5.3 b), Settlement Class Members who, prior to September 14, 2020, incurred Compensable Out-of-Pocket Expenses as a result of a Starter Deficiency are entitled to receive a single Credit of CAN \$200 per Incident, up to a maximum of three (3) Incidents, for a maximum combined Credit value of CAN \$600, irrespective of the number of Affected Snowmobiles owned or leased by each Settlement Class Member, redeemable against any Available Transaction made during the Claims Period.
- b) Settlement Class Members are entitled to receive a Credit of CAN \$200 for a second or a third Incident if they establish, in conformity with their duty to mitigate their Compensable Out-of-Pocket Expenses and with the evidentiary requirements stipulated in Section 5.3 d), that, following a prior Incident for which they are entitled to receive a Credit, they:
 - i. availed themselves of the goods and services offered pursuant to Service Bulletin BS201506 or Service Bulletin BS201706 or Service Bulletin S15-015 or Service Bulletin S16-080, as the case may be, or, alternatively;
 - ii. had a Starter Repair effected.
- c) A Credit validly issued pursuant to Sections 5.3 a) or b) but not used during the Claims Period will expire and no longer be valid nor redeemable as of the Claims Deadline. If such Credit is used during the Claims Period against any Available Transaction, the unused balance thereof, if any at the Claims Deadline, will be convertible in cash and paid to the Settlement Class Members, on an individual basis, as a single lump sum payment effected by the Claims Administrator by way of an appropriate and cost-effective way to transfer funds no later than ninety (90) days after the Claims Deadline.
- d) Subject to the Court's supervision pursuant to Section 13.1, this Category 3 Claim

process is administered by the Claims Administrator. In order to benefit from this Category 3 Claim program, a Settlement Class Member must complete and submit to the Claims Administrator the Claim Form attached hereto as Exhibit SET-4, duly completed (Part B) in accordance with the terms and conditions contained therein in order to establish with probative evidence to the satisfaction of the Claims Administrator:

- i. in the case of a single alleged Incident, the existence of said Incident and the incurrence of the Compensable Out-of-Pocket Expenses as a direct result of the Starter Deficiency leading up to the Incident;
 - ii. in the case of multiple alleged Incidents, the existence of each Incident, the incurrence of the Compensable Out-of-Pocket Expenses as a direct result of each Starter Deficiency leading up to each Incident and, as the case may be, the performance of services under any Service Bulletin or a Starter Repair since any such prior Incident as evidence of the Settlement Class Members' duty to mitigate their Compensable Out-of-Pocket Expenses.
- e) An amount equal to the value of the Credits issued pursuant to Section 5.3 a) and b) will be credited by the Defendants, or on their behalf by their Authorized Dealers, in the account of each of the Settlement Class Members with whom they maintain a business relationship as of the Settlement Notice Date. Such Credits will become redeemable against any Available Transaction as of the date of confirmation of an entitlement to such Credits by the Claims Administrator in conformity with Section 5.3 d).
- f) The issuance of a Credit to a Settlement Class Member will be confirmed electronically by way of an email sent by the Claims Administrator to each Settlement Class Member at the address provided in the Claim Form.
- g) Settlement Class Members may be asked by and shall provide forthwith to the Claims Administrator and the Defendants any additional information, including personal information, that may be deemed necessary by them to ensure the safe and reliable issuance, tracking, administration, conversion and cancellation of used or unused Credits.

4. Category 4 Claim: Settlement Benefits to Past Owners

- a) Subject to Section 5.4 b), Settlement Class Members who can establish: (1) their entitlement to receive a Credit pursuant to Section 5.2 or Section 5.3 and (2) the fact that they:
- i. have the status of Past Owners, and
 - ii. sold their Affected Snowmobile on a date which is subsequent to the circumstances for which a Credit is offered pursuant to Section 5.2 or Section 5.3,

are entitled to recover, on an individual basis, an amount payable in cash equal to the combined value of the Credits to which they would otherwise be entitled under Section 5.2 or Section 5.3, in a single payment to be effected by the Claims Administrator by way of an appropriate and cost-effective way to transfer funds no later than ninety (90) days after the Claims Administrator's determination of their right to receive such payment in cash. For greater clarity, it is understood and agreed that a Settlement Class Member who is entitled to recover such an amount payable in cash as a result of his or her status of Past Owner and the sale of its Affected Snowmobile shall be barred from claiming a

Credit pursuant to Section 5.2 and Section 5.3.

- b) Subject to the Court's supervision pursuant to Section 13.1, this Category 4 Claim process is administered by the Claims Administrator. In order to benefit from this Category 4 Claim program for Past Owners, a Settlement Class Member must complete and submit to the Claims Administrator the Claim Form attached hereto as Exhibit SET-4, duly completed (Part C) in accordance with the terms and conditions contained therein in order to establish with probative evidence to the satisfaction of the Claims Administrator:
 - i. an entitlement to receive a Credit offered pursuant to Section 5.2 or Section 5.3;
 - ii. the sale of any Affected Snowmobile on a date which is subsequent to the circumstances for which a Credit is offered pursuant to Section 5.2 or Section 5.3, and;
 - iii. the status of Past Owner.
- c) Settlement Class Members may be asked by and shall provide forthwith to the Claims Administrator and the Defendants any additional information, including personal information, that may be deemed necessary by them to allow for a proper determination of a right to receive such payment in cash.

SECTION 6. COSTS OF NOTICE, ADMINISTRATION AND OTHER COSTS AND EXPENSES

- a) All Claims Administration Expenses and all Notice Expenses, and any applicable taxes, will be supported by the Defendants. The Parties and the Claims Administrator will deploy their best efforts to reasonably limit these expenses, notably by using electronic means of notification, where possible and with the Court approval, and by seeking efficiency gains through open and diligent communications.

SECTION 7. CLAIMS DEADLINES, CLAIM FORMS AND ADMINISTRATION

- a) The Defendants will be responsible for confirming the eligibility to the Extended Repair Program by Settlement Class Members.
- b) All Claims pursuant to Sections 5.2, 5.3 and 5.4 must be made with a Claim Form submitted timely. To be considered timely, a Claim Form must be postmarked by the Claims Filing Delay and be received by the Claims Administrator within thirty (30) days of the Claims Filing Delay. The Claims Filing Delay and the Claims Deadline shall be clearly set forth in the Settlement Notice, the dedicated website of the Claims Administrator and of Class Counsel, and on the front page of the Claim Form. Settlement Class Members who do not timely submit a completed Claim Form shall not be eligible to receive Settlement Benefits pursuant to this National Settlement Agreement but will be bound by the remaining terms. However, the Claims Administrator may, in its discretion, permit a Settlement Class Member who makes a timely Claim to remedy minor deficiencies in such Claim Form or related documentation. In such a case, the Claims Administrator must inform the Settlement Class Member of the minor deficiencies to be remedied within thirty (30) days of its receipt of the Claim Form and the Settlement Class Member shall remedy the minor deficiencies identified within thirty (30) days of the Claims Administrator's request for same. Notwithstanding the foregoing, the Parties agree that the Claims Administrator shall not be responsible for the administration of the Extended Repair Program or the preparation or updating of the list

referred to in Section 5.2 d) which shall be administered solely by the Defendants.

- c) Claim Forms must be signed by hand or electronically by the Settlement Class Member who must attest to the truth and accuracy of the information provided therein and acknowledge that knowingly submitting a false Claim shall constitute fraud and be in violation to the Final Order of the Court.
- d) Claim Forms will be made available for downloading from the settlement website maintained by the Claims Administrator and from the website of Class Counsel, as well as in paper format at the Authorized Dealers. To be valid, such Claim Forms must satisfy the requirements stipulated and include the information requested therein.
- e) Settlement Class Members may submit completed and signed (either by hand or electronically) Claim Forms to the Claims Administrator by mail, private courier, facsimile, online or as an attachment to an email. The Parties agree that information provided by Settlement Class Members on Claim Forms shall be kept confidential, shall be used only for purposes of reviewing or administering this National Settlement Agreement, and shall not be used for marketing or any other commercial purposes.
- f) The Claims Administrator will be subject to the Court's supervision and direction as circumstances may require. The Claims Administrator will administer the Notice Program and claims process, and oversee the distribution of Settlement Benefits to Settlement Class Members in accordance with the terms of the National Settlement Agreement and the Final Order of the Court.
- g) The Claims Administrator shall administer the terms of this National Settlement Agreement by resolving Claims in a cost effective and timely manner.
- h) The Claims Administrator shall maintain records of all Claims submitted. The Claims Administrator shall maintain all such records until the later of 180 days after either the Claims Deadline or all Claims have been finally resolved, and such records will be made available upon request to the Parties' counsel. Claim Forms and supporting documentation will be provided only to a Court upon request and to the Parties upon request. The Claims Administrator also shall provide such reports and such other information to the Court as it may require.
- i) The Claims Administrator will review and validate the Claims submitted by Settlement Class Members.
- j) The determination of the validity of Claims submitted by Settlement Class Members (or by any other Persons who purport to be members of the Settlement Class) shall be made by the Claims Administrator. The Claims Administrator shall have the discretion to review Claims with the objectives of efficiency and effecting substantial justice to the Parties and the Settlement Class Members.
- k) The Claims Administrator shall have the right to contact Settlement Class Members to validate Claims. The validity of a Claim will be assessed based on the totality of the Claim. The inability of a Settlement Class Member to provide particulars will not *per se* invalidate a Claim, but will be assessed with other factors for purposes of validation. Issues regarding the validity of Claims that cannot be resolved by the Claims Administrator shall be submitted to the Parties' lawyers identified herein for resolution and, if no resolution is reached, to the Court.
- l) The Claims Administrator shall cause a website to be created in both English and French

containing Claims information and relevant documents, including but not limited to, all applicable deadlines; the Short-Form Settlement Notice, in both English and French; downloadable Claim Forms, in both English and French, that may be submitted online or by mail; FAQs and answers in both English and French; copies of the orders of the Court pertaining to the Settlement; a copy of this National Settlement Agreement; a toll-free telephone number and addresses to contact the Claims Administrator by e-mail and mail.

SECTION 8. OPTING OUT

1. Procedure

- a) A member of the Settlement Class may opt out of the Class Action by filing with the Court a signed opt-out form confirming an election to opt-out or by sending it by mail or messenger to the Claims Administrator. The required opt-out form is attached hereto as Exhibit SET-15.
- b) An election to opt out will only be valid if it is evidenced by a signed opt-out form timely submitted. To be considered timely, any opt-out form must be filed with the Court or postmarked by the Opt-Out Deadline and, if sent by mail or messenger to the Claims Administrator, be received within fifteen (15) days after the expiry of the Opt-Out Deadline;
- c) An election to opt out will only be effective if it is on behalf of a single Person or on behalf of one or more Persons residing at the same address. So-called “mass” or “class” opt-outs shall not be allowed.
- d) Settlement Class Members who have commenced Other Actions or commence Other Actions and fail to opt out of the Class Action by the Opt-Out Deadline shall be deemed to have elected to discontinue such Other Actions, which will be dismissed without costs but with prejudice.
- e) Settlement Class Members outside of Quebec will be deemed to consent to the dismissal, without costs but with prejudice of his, her or its Other Actions against the Releasees. All Other Actions commenced in any province or territory of Canada by any Settlement Class Member outside of Quebec who does not opt out of the Class Action shall be dismissed against the Releasees, without costs but with prejudice.

2. Opt-Out Notification and Report

- a) The Claims Administrator shall provide the Parties through their respective counsel with any opt-out forms within two (2) business days of receipt of any such opt-out form.
- b) On the day following the expiry of the Opt-Out Deadline, the Claims Administrator shall provide to the Parties through their counsel, to the extent that such information is known by the Claims Administrator, the following information in respect of each Person, if any, who has opted out of the Class Action:
 - i. the Person's full name, current address and telephone number;
 - ii. the reasons for opting out, if available; and
 - iii. a copy of all information provided by that Person in the opting-out process.

SECTION 9. NOTICES TO SETTLEMENT CLASS

1. Pre-Approval Notice

- a) The Settlement Class will be notified of the date of the Settlement Approval Application by way of the Pre-Approval Notice. The Court will be asked to approve the Pre-Approval Notice substantially in the forms attached hereto as Exhibits SET-11 and 12. Subject to approval of the Court, the Claims Administrator shall cause the Pre-Approval Notice to be published and distributed in the manner described in the Notice Program attached as Exhibit SET-7 by a date to be set by the Court.

2. Settlement Notice

- a) The Settlement Class Members shall be notified of the approval of the Settlement by way of the Settlement Notice, which shall include the Long-Form Settlement Notice substantially in the form attached as Exhibit SET-13 and the Short-Form Settlement Notice substantially in the form attached as Exhibit SET-14. Subject to approval of the Court, the Claims Administrator shall cause the Settlement Notice to be published and distributed in the manner described in the Notice Program attached as Exhibit SET-7. The publication and distribution of the Settlement Notice shall commence within the thirty (30) day period commencing on the Settlement Date, or within such later period as agreed by the Parties and approved by the Court.

SECTION 10. CLASS COUNSEL FEES AND SUPPLEMENTAL FEES

- a) Class Counsel Fees and Class Counsel Supplemental Fees approved by the Court will be paid by the Defendants, over and above the Settlement Benefits, subject to the Court's approval and review of the relevant billing narratives, which shall be justified and reasonable. Class Counsel agrees to bring the necessary applications with supporting documents before the Court for approval. Class Counsel Fees and Class Counsel Supplemental Fees, as approved by the Court, will be paid by Defendants directly to Class Counsel within ninety (90) days of their approval.
- b) For purposes of determining Class Counsel Fees, it is agreed by the Parties that a multiplier of 2.5 will be applied to Class Counsel's docketed time, up to the Confirmation Date of the Agreement in Principle (September 14, 2020). Class counsel represented that the docketed time as at September 1, 2020, totaled approximately \$83,000 CAN (exclusive of taxes and disbursements).
- c) Class Counsel retains the right to ask the Court for Class Counsel Supplemental Fees for the reasonable and justified hours worked between the Confirmation Date of the Agreement in Principle (September 14, 2020) and the Settlement Date, in which case no multiplier will be applied to the docketed time. Any application submitted to the Court in this regard will have to be supported by the relevant billing narratives.
- d) It is understood and agreed by the Parties that the Defendants may make any submissions to the Court concerning Class Counsel Fees and Class Counsel Supplemental Fees if they deem it appropriate.

SECTION 11. TERMINATION OF NATIONAL SETTLEMENT AGREEMENT

1. Termination — Absence or Insufficiency of Court Approval

- a) In the event that:
 - i. the Court does not authorize the Class action as a class proceeding for the purpose of settlement only; or
 - ii. the Court declines to approve this National Settlement Agreement or any material part hereof;

this National Settlement Agreement shall be terminated and, except as provided for in Sections 3, 4.3, 11.3 and 11.4, 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 any litigation.

- b) In the event that the Court approves this National Settlement Agreement in a materially modified form, the Defendants may, at their sole discretion, terminate this National Settlement Agreement by serving written notice upon Class Counsel within five (5) business days of receiving the Court order. For the purpose of this Section 11.1 b) but subject to Section 11.1 c), all terms of this National Settlement Agreement are deemed to be material to the Agreement reached by the Parties to settle the Class Action.
- c) For the purpose of Section 11.1 a) and notwithstanding Section 11.1 b), it is expressly agreed that the failure or refusal of the Court to grant or approve, in whole or in part, the request for Class Counsel Fees or Class Counsel Supplemental Fees as provided herein, shall not constitute or be deemed or construed to be a refusal or failure by the Court to approve this National Settlement Agreement or any material part hereof nor constitute or be deemed or construed to be a material modification of all, or a part, of this National Settlement Agreement, and shall not provide any basis for the termination of this National Settlement Agreement.

2. Termination — Opt-Out Threshold Exceeded

- a) In the event that the number of members of the Settlement Class who validly exercise their rights to opt out under this National Settlement Agreement exceeds the Opt-Out Threshold, the Defendants may, at their sole discretion, terminate this National Settlement Agreement by serving written notice upon Class Counsel within five (5) business days of receiving the opt-out report from the Claims Administrator.
- b) The Opt-Out Threshold shall be disclosed to the Court upon request by the Court but shall not otherwise be disclosed to any Person other than Class Counsel, the Defendants' lawyers identified herein and the Defendants. To the extent that a Court requests the disclosure of the Opt-Out Threshold, the Parties shall request that this information and any related document be filed under seal.

3. If the National Settlement Agreement is Terminated

- a) If this National Settlement Agreement is terminated:
 - i. no application to authorize the Class Action as a class action on the basis of this National Settlement Agreement or to approve this National Settlement Agreement, which has not been heard, shall proceed;

- ii. any order authorizing the Class Action as a class action on the basis of the National Settlement Agreement or approving this National Settlement Agreement shall be set aside and declared null and void and of no force or effect as if it never existed, and all Persons shall be estopped from asserting otherwise, including in the context of proceedings to oppose the authorization of the Class Action;
- iii. any prior authorization of the Class Action as a class action, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Class Action or any other litigation; and
- iv. within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Defendants or containing or reflecting information derived from such documents or other materials received from the Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Defendants to any other Person, shall recover and destroy such documents or information. Class Counsel shall provide the Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section 11 shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Defendants, or received from the Defendants in connection with this National Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel.

4. Survival of Provisions After Termination

- a) If this National Settlement Agreement is terminated, the provisions of Sections 3, 4.3, 11.3 and 11.4, shall survive the termination and continue in full force and effect. The Definitions shall survive only for the limited purpose of the interpretation and implementation of Section 3, 4.3, 11.3 and 11.4, within the meaning of this National Settlement Agreement, but for no other purposes. All other provisions of this National Settlement Agreement and all other obligations pursuant to this National Settlement Agreement shall be null and void and of no force or effect. The Parties expressly reserve all of their respective rights if this National Settlement Agreement does not become effective or if this National Settlement Agreement is terminated.

SECTION 12. RELEASES AND DISMISSALS

1. Release of Releasees

- a) Upon the Settlement Date, and in consideration for the Settlement Consideration, the Releasers forever and absolutely release the Releasees from the Released Claims.

2. No Further Claims

- a) The Releasers shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee or any other Person who may institute warranty or third party proceedings

or claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.

3. Authorization of the Class Action for Settlement Purposes Only

- a) The Class Action shall be authorized for the purposes of settlement, and then the Parties will jointly file a declaration of out-of-Court settlement promptly thereafter, without costs.

4. No Further Litigation

- a) Class Counsel, and anyone currently or hereafter employed by, associated with, or in partnership with Class Counsel, 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 which relates to or arises from the Released Claims. Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the Class Action or the negotiation and preparation of this National Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

SECTION 13. GENERAL PROVISIONS

1. Applications for Directions

- a) Class Counsel, the Defendants or the Claims Administrator may apply to the Court for directions or the resolution of a dispute in respect of the implementation and administration of this National Settlement Agreement.

2. Applications on Notice

- a) All applications contemplated by this National Settlement Agreement shall be on notice to the Parties in the Class Action on a without costs basis.

3. Headings, etc.

- a) In this National Settlement Agreement:
 - i. the division of the National Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this National Settlement Agreement; and
 - ii. the terms "this National Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this National Settlement Agreement and not to any particular section or other portion of this National Settlement Agreement unless such section or portion is expressly specified.

4. Computation of Time

- a) In the computation of time in this National Settlement Agreement, except where a contrary intention appears,
 - i. 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

- ii. only in the case where the time for doing an act expires on a legal holiday, the act may be done on the next day that is not a legal holiday.

5. Governing Law

- a) The National Settlement Agreement will be governed and construed in accordance with the laws in force in the Province of Quebec and the Parties submit to the exclusive jurisdiction of the Superior Court, judicial district of Quebec.

6. Exhibits

- a) All Exhibits to this National Settlement Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein. In the event of any variance between the terms of this National Settlement Agreement and any of the Exhibits hereto, the terms of this National Settlement Agreement shall govern and supersede the Exhibit(s). The Parties agree to act reasonably as it relates to any modifications to the Exhibits that may be necessary to implement the terms of this National Settlement Agreement.

7. Waiver

- a) The waiver by one Party of any provision or breach of this National Settlement Agreement shall not be deemed a waiver of any other provision or any other breach of the National Settlement Agreement.

8. Amendments

- a) This National Settlement Agreement may not be modified or amended except in writing and on consent of the Defendants and Class Counsel and any such modification or amendment must be approved by the Court.

9. Binding Effect

- a) This National Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiff, the Defendants, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasors.

10. Counterparts

- a) This National Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature or signature sent by e-mail shall be deemed an original signature for purposes of executing this National Settlement Agreement and shall be binding.

11. Negotiated Agreement

- a) This National Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of whom 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 National Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this National Settlement Agreement, or any agreement in principle, including the Agreement in

Principle, shall have no bearing upon the proper interpretation of this National Settlement Agreement.

12. Language

- a) The Parties acknowledge that they have required and consented that this National Settlement Agreement and all related documents be prepared in English and translated into French; *Les Parties reconnaissent avoir exigé que la présente entente et tous les documents connexes soient rédigés en anglais et traduits en français.* In the event of any variance between the terms of the English version and the French version of this National Settlement Agreement, the terms of English version shall govern and supersede the terms of the French version. *En cas de divergence entre les modalités des versions anglaise et française de cette Entente de règlement nationale, les modalités de la version anglaise prévaudront et supplanteront celles de la version française.*

13. Transaction

- a) The National Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any relief resulting from errors of fact, of law or of calculation.

14. Recitals

- a) The recitals to this National Settlement Agreement are true and form part of the National Settlement Agreement.

15. Acknowledgements

- a) Each of the Parties hereby affirms and acknowledges that:
 - i. 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 National Settlement Agreement;
 - ii. the terms of this National Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
 - iii. he, she or the Party's representative fully understands each term of the National Settlement Agreement and its effect; and
 - iv. other than what is expressly set forth in the National Settlement Agreement, no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this National Settlement Agreement.

16. Authority of Class Counsel

- a) To the extent that any provision or term of this National Settlement Agreement expressly provides for the consent, agreement or approval of the Plaintiff, the Parties or Class Counsel, the Plaintiff acknowledge and agree that Class Counsel is authorized to give such consent, agreement or approval on behalf of the Plaintiff and that the Plaintiff will be bound by such consent, agreement or approval.

17. Authorized Signatures

- a) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this National Settlement Agreement.

18. Notice

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

For the Plaintiff and Settlement Class:

Siskinds Desmeules, Avocats
43, rue Buade, bureau 320
Québec, Québec G1R 4A2, Canada
Tel: 418.694.2009
Fax: 418.694.0281
Email: karim.diallo@siskinds.com
Attention: Mtre Karim Diallo

For ACT:

Norton Rose Fulbright Canada LLP
1, Place Ville-Marie, suite 2500
Montreal, Quebec H3B 1R1, Canada
Tel: 514.847.4706
Fax: 514. 286.5474
Email: vincent.rochette@nortonrosefulbright.com
Attention: Mtre Vincent Rochette

For Yamaha:

Borden Ladner Gervais
1000, rue de la Gauchetière Ouest, bureau 900
Montréal, Quebec H3B 5H4, Canada
Tel: 514.879.1212
Fax: 514.954.1905
E-mail: amerminod@blg.com
Attention: Mtre Anne Merminod

[Signatures on next pages]

19. Date of Execution

- a) The Parties and their counsel have executed this National Settlement Agreement as of the date on the cover page.

LAURY HARVEY

Laury Harvey

Laury Harvey

SISKINDS, DESMEULES, AVOCATS

Siskinds Desmeules, Avocats

Siskinds, Desmeules, Avocats, for
Laury Harvey and the Settlement Class
Members he represents

ARCTIC CAT INC.

R. Matthew Cairns

Digitally signed by R. Matthew
Cairns
Date: 2021.01.22 09:43:37 -05'00'

Matthew Cairns
for Arctic Cat Inc.

ARCTIC CAT SALES INC.

R. Matthew Cairns

Digitally signed by R. Matthew
Cairns
Date: 2021.01.22 09:48:11 -05'00'

Matthew Cairns
for Arctic Cat Sales Inc.

NORTON ROSE FULBRIGHT CANADA LLP

Norton Rose Fulbright
LLP

Norton Rose Fulbright LLP
2021.01.22 14:50:57 -05'00'

Norton Rose Fulbright Canada LLP
for Arctic Cat inc. and Arctic Cat Sales
inc.

YAMAHA MOTOR CANADA LTD.

Peter Smallman-
Tew

Digitally signed by Peter
Smallman-Tew
Date: 2021.02.03 13:16:04 -05'00'

for Yamaha Motor Canada LTD.

YAMAHA MOTOR CORPORATION, U.S.A.

Kazuhiro Kuwata

Digitally signed by Kazuhiro
Kuwata
Date: 2021.02.03 08:38:08 -08'00'

for Yamaha Motor Corporation, U.S.A.

YAMAHA MOTOR CO. LTD.

Eishin Chihana

電子署名者 : Eishin Chihana
日付 : 2021.02.03 11:05:12
+09'00'

for Yamaha Motor Co. Ltd.

BORDEN LADNER GERVAIS

Borden Ladner
Gervais

Digitally signed by Borden Ladner
Gervais
Date: 2021.02.03 14:26:20 -05'00'

for Yamaha Motor Canada Ltd.,
Yamaha Motor Corporation, U.S.A. and
Yamaha Motor Co. Ltd.

LIST OF EXHIBITS

Exhibit Number	Description
Exhibit SET-1	Agreement in Principle
Exhibit SET-2	Affected Snowmobiles
Exhibit SET-3	Available Transactions
Exhibit SET-4	Claim Form
Exhibit SET-5	Compensable Out-of-Pocket Expenses
Exhibit SET-6	Notice Expenses
Exhibit SET-7	Notice Program
Exhibit SET-8	Service Bulletin BS201810
Exhibit SET-9	Service Bulletin S18-067
Exhibit SET-10	Pre-Approval Application
Exhibit SET-11	Pre-Approval Notice Long Form
Exhibit SET-12	Pre-Approval Notice Short Form
Exhibit SET-13	Long-Form Settlement Notice
Exhibit SET-14	Short-Form Settlement Notice
Exhibit SET-15	Opt-out form

ARCTIC CAT AND YAMAHA NATIONAL CLASS ACTION SETTLEMENT PRE-APPROVAL NOTICE (LONG FORM)

HARVEY V. ARCTIC CAT INC. ET AL. (200-06-000225-188)

www.ArcticCatYamahaNationalClassAction.ca

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

WHAT IS THIS CLASS ACTION ABOUT

If you purchased or leased a snowmobile with a 7000 or 1049cc engine of the following models, for the **years 2014 to 2018**, your rights could be affected by a proposed national class action settlement:

From Arctic Cat	From Yamaha
ZR 7000 LXR	The Viper series
ZR 7000 Sno Pro	
ZR 7000 Limited	
ZR 7000 El Tigre	
ZR 7000 RR	
Pantera 7000	
Pantera 7000 Limited	
M 7000 Sno Pro	
XF 7000 Cross Country	
XF 7000 Crosstour	
XF 7000 High Country	
XF 7000 Limited	
XF 7000 LXR	
XF 7000 Sno Pro	
XF 7000 Cross Country Sno Pro	

(collectively, the “Affected Snowmobiles”)

A national class action lawsuit was commenced in Québec (the “Class Action”) against Arctic Cat and Yamaha (the “Defendants”) in relation to the Affected Snowmobiles.

The Plaintiff in the Class Action alleges that the starter installed in the Affected Snowmobiles was deficient and seeks damages from the Defendants. The Defendants deny any wrongdoing or liability. Nonetheless, a national settlement has been reached whereby all claims by those who purchased or leased the Affected Snowmobiles will be settled (the “NSA”).

The Class Action has been authorized for the sole purpose of approving the NSA. It provides for the following Settlement Benefits to Settlement Class Members, subject to the terms and conditions stipulated therein. A Settlement Class Member:

- a) **who owns or leases an Affected Snowmobile that has not reached a Maximum Distance Traveled of 30,000 kilometers** may be entitled to have the goods and services defined and offered by Arctic Cat under Service Bulletin BS201810 and by Yamaha under Service Bulletin S18-067 installed, free of charge (Category 1 Claim – Extended Repair Program – Permanent Fix);

- b) **who, prior to September 14, 2020, had the control unit of the starter reprogrammed** by under Arctic Cat's Service Bulletin BS201506 or Service Bulletin BS201706 or under Yamaha's Service Bulletin S15-015 or Service Bulletin S16-080 for any Affected Snowmobile, may be entitled to receive a single Credit of either \$80 CAD or \$160 CAD, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period (Category 2 Claim – Repair Work Credit);
- c) **who, prior to September 14, 2020, incurred Compensable Out-of-Pocket Expenses as a result of a Starter Deficiency of any Affected Snowmobile**, may be entitled to receive a single Credit of \$200 CAD per Incident, up to a maximum of three (3) Incidents, for a maximum combined Credit value of \$600 CAD, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period (Category 3 Claim – Out-of-Pocket Expenses);
- d) **who, at the relevant time under the NSA: (1) had the status of Past Owner and (2) sold their Affected Snowmobile on a date which is subsequent to the circumstances for which Credits are offered under the NSA**, may be entitled to recover, on an individual basis, an amount payable in cash equal to the combined value of the Credits he or she would otherwise be entitled to receive and redeem during the Claims Period in conformity with the NSA, in a single payment to be effected by the Claims Administrator (Category 4 Claim – Settlement Benefits to Past Owners).

The above is a summary of the Settlements Benefits. Please consult the NSA at **www.ArcticCatYamahaNationalClassAction.ca** for specific details as to the Settlement Benefits and, more generally, as to your rights and obligations under the NSA. In consideration for these Settlement Benefits, Settlement Class Members will grant the Defendants full and final release for any and all claims against the Defendants and affiliated entities, as provided for in the NSA.

The NSA is subject to the approval of the Québec Superior Court (the "Court"). If the NSA is approved, this will bring an end to the Class Action and Settlement Class Members will not be entitled to seek any remedy or relief from the Defendants other than the Settlement Benefits. If the NSA is approved, SISKINDS, DESMEULES, AVOCATS, acting as Class Counsel, will ask the Court to approve their fees in conformity with Section 10 of the NSA.

RIGHT TO PARTICIPATE AND RIGHT TO OPT OUT

You are a member of the Settlement Class if you purchased or leased an Affected Snowmobile.

If you are a member of the Settlement Class and wish to participate in the NSA, you do not need to do anything at this time. Provided that you comply with the claims process, you will be entitled to share in any of the Settlement Benefits that apply to your situation under the NSA.

If you are a member of the Settlement Class and do not wish to participate in and be bound by the NSA, then you must opt out. By opting out, you are choosing:

- 1) **not** to take part in the NSA; and
- 2) **not** to participate in any of the Settlement Benefits.

In order to validly opt out, you must elect NOT to submit any Claim Form under the NSA AND send a fully completed and signed Opt-Out Form. To be considered timely, this Opt-Out Form must be filed with the Court or postmarked **no later than April 21, 2021** and, if sent by mail or messenger to the Claims Administrator, be received **no later than May 6, 2021**.

For residents of the Province of Québec, the completed and signed Opt-Out Form **must** also be returned directly to the Clerk of Superior Court of Québec at 300 Boulevard Jean Lesage, Québec, QC, G1K 8K6, within the same deadlines as those provided for above.

There will be no further opportunity to opt out of the NSA and of the Class Action.

SETTLEMENT APPROVAL HEARING

The hearing to approve the NSA and the fees of SISKINDS, DESMEULES, AVOCATS is scheduled for **June 18, 2021 at 9am EST** before the Superior Court of Québec (in Québec City) and will be held virtually, on Microsoft TEAMS.

To join the hearing on your computer or mobile device – [click here](#)

To join the hearing on your telephone (audio only): dial 1-833-450-1741, 110273073#.

If you do not opt out of the Class Action and wish to provide written comments on or object to the NSA, you must provide your comments or notice of objection in writing to either addresses below **no later than June 4, 2021, 5pm EST**:

The Clerk of Superior Court of Québec
300 Boulevard Jean Lesage
Québec QC G1K 8K6

OR

SISKINDS, DESMEULES, AVOCATS
Attention: Mtre Karim Diallo
43 Buade Street – Office 320
Québec QC G1R 4A2

Comments or objections will be considered by the Court to determine whether to approve or reject the NSA.

CLAIMING SETTLEMENT BENEFITS

If the NSA is approved by the Court, further information about how to submit a claim will be made available. A further notice to the Settlement Class Members will also be published containing all the relevant information about the claims process at **www.ArcticCatYamahaNationalClassAction.ca**. If you would like to receive direct notice of the claims process and any distribution efforts, please register with Epiq Class Action Services Canada Inc. acting as Claims Administrator at **www.ArcticCatYamahaNationalClassAction.ca** or via the contact information provided below.

AUTHORIZATION AS CLASS PROCEEDINGS FOR SETTLEMENT PURPOSES

In order to implement the NSA, the Court has authorized the Class Action as class proceedings against the Defendants for settlement purposes only. If the Court does not approve the NSA, the Settlements Benefits to the Settlement Class Members will not be available and the litigation between the parties will resume.

DO YOU REQUIRE MORE INFORMATION?

For more information on the status of the Settlement Approval Hearing or on how to opt out of the Class Action, comment on or object to the NSA, or to view the NSA and a list of other definitions that apply to this notice, visit **www.ArcticCatYamahaNationalClassAction.ca**. This website will be periodically updated with information on the NSA approval process and the Class Action.

To communicate with the **Claims Administrator**:

Arctic Cat Yamaha National Class Action Settlement Claims Administrator
P.O. Box 507 STN B
Ottawa ON K1P 5P6
Email: info@ArcticCatYamahaNationalClassAction.ca
Telephone: 1-833-683-5866
Fax: 1-866-262-0816

To communicate with **Class Counsel**, the lawyers who are advancing the Class Action:

SISKINDS, DESMEULES, AVOCATS
Attention: Mtre Karim Diallo
43 Buade Street – Office 320
Québec QC G1R 4A2
Email: karim.diallo@siskinds.com
Tel: 1-418-694-2009
Fax: 1-418-694-0281

This notice is a summary of the NSA. You should consult the NSA for specific details as to your rights and obligations. A full copy of the NSA is available at **www.ArcticCatYamahaNationalClassAction.ca**.

- This notice has been approved by the Court.-

ARCTIC CAT AND YAMAHA NATIONAL CLASS ACTION SETTLEMENT

PRE-APPROVAL NOTICE (SHORT FORM)

HARVEY V. ARCTIC CAT INC. ET AL. (200-06-000225-188)

www.ArcticCatYamahaNationalClassAction.ca

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

WHAT IS THIS CLASS ACTION ABOUT

If you purchased or leased a snowmobile with a 7000 or 1049cc engine of the following models, for the years **2014 to 2018**, your rights could be affected by a proposed national class action settlement:

From Arctic Cat	From Yamaha
ZR 7000 LXR	The Viper series
ZR 7000 Sno Pro	
ZR 7000 Limited	
ZR 7000 El Tigre	
ZR 7000 RR	
Pantera 7000	
Pantera 7000 Limited	
M 7000 Sno Pro	
XF 7000 Cross Country	
XF 7000 Crosstour	
XF 7000 High Country	
XF 7000 Limited	
XF 7000 LXR	
XF 7000 Sno Pro	
XF 7000 Cross Country Sno Pro	

(collectively, the “Affected Snowmobiles”)

A national class action lawsuit was commenced in Québec (the “Class Action”) against Arctic Cat and Yamaha (the “Defendants”) in relation to the Affected Snowmobiles.

The Plaintiff in the Class Action alleges that the starter installed in the Affected Snowmobiles was deficient and seeks damages from the Defendants. The Defendants deny any wrongdoing or liability. Nonetheless, a national settlement has been reached whereby all claims by those who purchased or leased the Affected Snowmobiles will be settled (the “NSA”).

You are included in the Class Action if you currently own or lease an Affected Snowmobile or if you were the owner of an Affected Snowmobile **prior to September 14, 2020**.

Please visit **www.ArcticCatYamahaNationalClassAction.ca** or contact the Claims Administrator at the contact information below for a full copy of the NSA and to obtain more information about:

- a) The benefits of the NSA for the Settlement Class Members;
- b) The approval process of the NSA before the Court and the hearing scheduled for that purpose, how to attend or make comments on the NSA, as the case may be;
- c) How to formulate a claim if the NSA is approved by the Court;
- d) How to opt out of the NSA and the Class Action, as the case may be;
- e) The legal fees of the lawyers advancing the Class Action.

RIGHT TO PARTICIPATE AND RIGHT TO OPT OUT

You may opt out of the NSA and Class Action **no later than April 21, 2021**. This is the only opportunity for Class Members to do so. Information on how to opt out is provided at **www.ArcticCatYamahaNationalClassAction.ca**.

A virtual Court hearing to approve the NSA has been scheduled for **June 18, 2021 at 9am EST**.

To join the hearing on your computer or mobile device – [click here](#)

To join the hearing on your telephone (audio only): dial 1-833-450-1741, 110273073#.

If you wish to object to the approval, you may do so by providing your comments or notice of objection in writing to either addresses below **no later than June 4, 2021, 5pm EST**:

The Clerk of Superior Court of Québec
300 Boulevard Jean Lesage
Québec QC G1K 8K6

OR

SISKINDS, DESMEULES, AVOCATS
Attention: Mtre Karim Diallo
43 Buade Street – Office 320
Québec QC G1R 4A2

Information on how to object is provided at **www.ArcticCatYamahaNationalClassAction.ca**.

Another notice will be published and additional information will be provided if the NSA is approved by the Court.

DO YOU REQUIRE MORE INFORMATION?

To obtain more information about the Class Action, the NSA, this notice and the topics above, visit **www.ArcticCatYamahaNationalClassAction.ca**, which will be periodically updated.

To communicate with the **Claims Administrator**:

Arctic Cat Yamaha National Class Action Settlement Claims Administrator
P.O. Box 507 STN B
Ottawa ON K1P 5P6
Email: info@ArcticCatYamahaNationalClassAction.ca
Telephone: 1-833-683-5866
Fax: 1-866-262-0816

To communicate with **Class Counsel**, the lawyers who are advancing the Class Action:

SISKINDS, DESMEULES, AVOCATS
Attention: Mtre Karim Diallo
43 Buade Street – Office 320
Québec QC G1R 4A2
Email: karim.diallo@siskinds.com
Tel: 1-418-694-2009
Fax: 1-418-694-0281

- This notice has been approved by the Court.-

ARCTIC CAT AND YAMAHA NATIONAL CLASS ACTION SETTLEMENT

SETTLEMENT NOTICE (LONG FORM)

HARVEY V. ARCTIC CAT INC. ET AL. (200-06-000225-188)

www.ArcticCatYamahaNationalClassAction.ca

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

WHAT IS THIS CLASS ACTION ABOUT

If you purchased or leased a snowmobile with a 7000 or 1049cc engine of the following models, for the **years 2014 to 2018**, your rights are affected by a national class action settlement and by this notice:

From Arctic Cat	From Yamaha
ZR 7000 LXR	The Viper series
ZR 7000 Sno Pro	
ZR 7000 Limited	
ZR 7000 El Tigre	
ZR 7000 RR	
Pantera 7000	
Pantera 7000 Limited	
M 7000 Sno Pro	
XF 7000 Cross Country	
XF 7000 Crosstour	
XF 7000 High Country	
XF 7000 Limited	
XF 7000 LXR	
XF 7000 Sno Pro	
XF 7000 Cross Country Sno Pro	

(collectively, the “Affected Snowmobiles”)

A national class action lawsuit was commenced in Québec (the “Class Action”) against Arctic Cat and Yamaha (the “Defendants”) in relation to the Affected Snowmobiles.

The Plaintiff in the Class Action alleged that the starter installed in the Affected Snowmobiles was deficient and sought damages from the Defendants. The Defendants denied any wrongdoing or liability. Nonetheless, a national settlement has been reached whereby all claims by those who purchased or leased the Affected Snowmobiles are settled (the “NSA”). A full copy of the NSA is available at **www.ArcticCatYamahaNationalClassAction.ca**.

The NSA has now been approved by the Quebec Superior Court. **You may no longer opt-out or object to the NSA.**

You are a **Settlement Class Member and bound by the NSA** if, not having opted out, you purchased or leased an Affected Snowmobile. **Advancing a claim under the NSA is the only remedy and the only relief the Settlement Class Members have in relation to the Class Action.** All other claims against the Defendants in relation to the Class Action are now captured by a full release and not permitted.

THE SETTLEMENT BENEFITS

The NSA provides for the following Settlement Benefits to Settlement Class Members (as defined above), subject to the terms and conditions stipulated therein. A Settlement Class Member:

- a) **who owns or leases an Affected Snowmobile that has not reached a Maximum Distance Traveled of 30,000 kilometers** may be entitled to have the goods and services defined and offered by Arctic Cat under Service Bulletin BS201810 and by Yamaha under Service Bulletin S18-067 installed, free of charge (**Category 1 Claim – Extended Repair Program**);
- b) **who, prior to September 14, 2020, had the control unit of the starter reprogrammed** under Arctic Cat's Service Bulletin BS201506 or Service Bulletin BS201706 or under Yamaha's Service Bulletin S15-015 or Service Bulletin S16-080 for any Affected Snowmobile, may be entitled to receive a single Credit of either CAN \$80 or \$160, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period (**Category 2 Claim – Repair Work Credit**);
- c) **who, prior to September 14, 2020, incurred Compensable Out-of-Pocket Expenses as a result of a Starter Deficiency of any Affected Snowmobile**, may be entitled to receive a single Credit of CAN \$200 per Incident, up to a maximum of three (3) Incidents, for a maximum combined Credit value of CAN \$600, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period (**Category 3 Claim – Out-of-Pocket Expenses**);
- d) **who, at the relevant time under the NSA: (1) had the status of Past Owner and (2) sold their Affected Snowmobile on a date which is subsequent to the circumstances for which Credits are offered under the NSA**, may be entitled to recover, on an individual basis, an amount payable in cash equal to the combined value of the Credits he or she would otherwise be entitled to receive and redeem during the Claims Period in conformity with the NSA, in a single payment to be effected by the Claims Administrator (**Category 4 Claim – Settlement Benefits to Past Owners**).

The above is a summary of the Settlements Benefits. Please consult the NSA at **www.ArcticCatYamahaNationalClassAction.ca** for specific details as to the Settlement Benefits and, more generally, as to your rights and obligations under the NSA. In consideration for these Settlement Benefits, Settlement Class Members grant the Defendants full and final release for any and all claims against the Defendants and affiliated entities, as provided for in the NSA.

CLAIMING SETTLEMENT BENEFITS

A. Category 1 - Extended Repair Program – Current owners and lessees

If you currently own or lease an Affected Snowmobile that has not reached a Maximum Distance Traveled of 30,000 kilometers, you may contact any of the Authorized Dealers listed at **www.ArcticCatYamahaNationalClassAction.ca** to have the control unit of the starter reprogrammed under Arctic Cat's Service Bulletin BS201810 or Yamaha's Service Bulletin S18-067, free of charge, for each Affected Snowmobile you own or lease, **no later than [Claims Period = Settlement Notice Date + 791 days]**.

B. Category 2 - Compensation for repair work under Service Bulletins BS201506 and BS201706

If, **prior to September 14, 2020** you had the control unit of the starter reprogrammed under Arctic Cat's Service Bulletin BS201506 or Service Bulletin BS201706, or Yamaha's Service Bulletin S15-015 or Service Bulletin S16-080 for any Affected Snowmobile, you may be entitled to receive a single Credit of either CAN \$80 or \$160, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period.

To be entitled to this Settlement Benefit as a Settlement Class Member, you **must** submit a Claim **no later than [Claims Filing Delay = Settlement Notice Date + 6 months]**. If you do not timely submit a completed Claim, you will not be entitled to receive this benefit pursuant to the NSA but will be bound by its remaining terms. The Claim Form is available for downloading at **www.ArcticCatYamahaNationalClassAction.ca** or by contacting the Claims Administrator using the information provided below.

The Claim Form will require that you provide:

- a) Personal information and your coordinates;
- b) Information about your Affected Snowmobile.

In order to determine whether you are entitled to receive Repair Work Credit under Category 2, go to the tab "Check Your Vehicle Identification Number" on the website **www.ArcticCatYamahaNationalClassAction.ca** to see if your snowmobile is included as an Affected Snowmobile in the NSA (part of the "List of Category 2 Eligible VINs"). You will need to provide the Vehicle Identification Number (**VIN**) of your snowmobile to complete the search.

If your VIN is not included in the List of Category 2 Eligible VINs:

If your snowmobile is currently **not** included in the List of Category 2 Eligible VINs and you nonetheless seek recognition of an entitlement to receive a Credit under Category 2 Claims, you have until **[Recognition of Entitlement = Settlement Notice Date + 60 days]** to send the Claims Administrator an email requesting to be added to the List of Category 2 Eligible VINs by providing the VIN of each Affected Snowmobiles.

If an entitlement to any such Credit is confirmed by the Claims Administrator, the List of Category 2 Eligible VINs will be updated accordingly.

C. Category 3 - Compensation for Out-of-Pocket Expenses

If, **prior to September 14, 2020** you incurred Compensable Out-of-Pocket Expenses, namely snowmobile towage expenses, transportation expenses, accommodation expenses, food and beverage expenses or costs for a Starter Repair, as a result of a Starter Deficiency, you may be entitled to receive a single Credit of CAN \$200 per Incident, up to a maximum of three (3) Incidents, for a maximum combined Credit value of CAN \$600, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period.

To be entitled to this Settlement Benefit as a Settlement Class Member, you **must** submit a Claim **no later than [Claims Filing Delay = Settlement Notice Date + 6 months]**. If you do not timely submit a completed Category 3 Claim, you will not be entitled to receive this benefit pursuant to the NSA but will be bound by its remaining terms.

In addition to the information required under Category 3 above, the Claim will require that you provide information and the corresponding documentation regarding the incurrence of these Compensable Out-of-Pocket Expenses. Please consult the list of Compensable Out-of-Pocket Expenses at **www.ArcticCatYamahaNationalClassAction.ca** or by contacting the Claims Administrator using the information provided below.

D. Category 4 - Compensation for Past Owners

You may submit a Claim **no later than [Claims Filing Delay = Settlement Notice Date + 6 months]** if:

- 1) prior to September 14, 2020, you had been the owner of an Affected Snowmobile, and
- 2) you are currently neither the owner or lessee nor the spouse or common law partner of an owner or lessee (i) of an Affected Snowmobile nor (ii) of a snowmobile manufactured, distributed, leased or sold in Canada by a Defendant or its Authorized Dealers, and
- 3) you sold all your Affected Snowmobiles on a date which is subsequent to the circumstances for which Settlement Benefits are offered pursuant to Category 2 and/or Category 3.

To be entitled to this Settlement Benefit as a Settlement Class Member, you **must** submit a Claim **no later than [Claims Filing Delay = Settlement Notice Date + 6 months]**. If you do not timely submit a completed Category 2 and/or Category 3 Claim, you will not be entitled to receive this benefit pursuant to the NSA but will be bound by its remaining terms.

In addition to the information required under Category 2 and Category 3 above, the Claim Form will require that you provide information a copy of the sale agreement for each Affected Snowmobile.

CONFIDENTIALITY AND COMPLIANCE

The information that you will provide in the Claim Form will be kept confidential. You may be contacted by the Claims Administrator after having submitted your Claim Form. Failure to provide all the information and documents required in support of the Claim Form may invalidate it and deprive you of Settlement Benefits.

The Claim Form requires a sworn statement on your behalf before a witness (at least 18 years of age), attesting the truth and accuracy of the information provided therein.

If you are a Settlement Class member and submitted a valid Claim Form with the supporting documentation, you will be entitled to receive Settlement Benefits as per the terms of the NSA and your individual circumstances.

There will be no further notice in relation to the settlement of the Class Action.

DO YOU REQUIRE MORE INFORMATION?

For more information on the Class Action, the NSA, Settlement Benefits, the claim process, the Claim Form and a list of other definitions that apply to this Notice, visit **www.ArcticCatYamahaNationalClassAction.ca**, which is periodically updated with information on the NSA approval process and the Class Action.

To communicate with the **Claims Administrator**:

Arctic Cat Yamaha National Class Action Settlement
Claims Administrator
P.O. Box 507 STN B
Ottawa ON K1P 5P6
Email: info@ArcticCatYamahaNationalClassAction.ca
Telephone: 1-833-683-5866
Fax: 1-866-262-0816

To communicate with **Class Counsel**, the lawyers who are advancing the Class Action:

SISKINDS, DESMEULES, AVOCATS
Attention: Mtre Karim Diallo
43 Buade Street – Office 320
Québec QC G1R 4A2
Email: karim.diallo@siskinds.com
Tel: 1-418-694-2009
Fax: 1-418-694-0281

This notice is a summary of the NSA. You should consult the NSA for specific details as to your rights and obligations. A full copy of the NSA is available at **www.ArcticCatYamahaNationalClassAction.ca**.

- This notice has been approved by the Court.-

ARCTIC CAT AND YAMAHA NATIONAL CLASS ACTION SETTLEMENT

SETTLEMENT NOTICE (SHORT FORM)

HARVEY V. ARCTIC CAT INC. ET AL. (200-06-000225-188)

www.ArcticCatYamahaNationalClassAction.ca

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

WHAT IS THIS CLASS ACTION ABOUT

If you purchased or leased a snowmobile with a 7000 or 1049cc engine of the following models, for the **years 2014 to 2018**, your rights are affected by a national class action settlement and by this notice:

From Arctic Cat	From Yamaha
ZR 7000 LXR	The Viper series
ZR 7000 Sno Pro	
ZR 7000 Limited	
ZR 7000 El Tigre	
ZR 7000 RR	
Pantera 7000	
Pantera 7000 Limited	
M 7000 Sno Pro	
XF 7000 Cross Country	
XF 7000 Crosstour	
XF 7000 High Country	
XF 7000 Limited	
XF 7000 LXR	
XF 7000 Sno Pro	
XF 7000 Cross Country Sno Pro	

(collectively, the “Affected Snowmobiles”)

A national class action lawsuit was commenced in Québec (the “Class Action”) against Arctic Cat and Yamaha (the “Defendants”) in relation to the Affected Snowmobiles.

A national settlement has been reached and approved by the Québec Superior Court whereby all claims by those who purchased or leased the Affected Snowmobiles are settled (the “NSA”). A full copy of the NSA is available at **www.ArcticCatYamahaNationalClassAction.ca**.

You are included in the Class Action and bound by the NSA if, not having opted-out, you purchased or leased an Affected Snowmobile.

You may no longer opt-out or object to the NSA. Advancing a claim under the NSA are the only remedies and relief the Settlement Class Members have in relation to the Class Action.

THE SETTLEMENT BENEFITS

You may submit a claim **no later than [Claims Filing Delay = Settlement Notice Date + 6 months]** if **prior to September 14, 2020**:

- 1) you had the control unit of the starter reprogrammed under Arctic Cat's Service Bulletin BS201506 or Service Bulletin BS201706, or Yamaha's Service Bulletin S15-015 or Service Bulletin S16-080 for any Affected Snowmobile; or
- 2) you incurred Compensable Out-of-Pocket Expenses, namely snowmobile towage expenses, transportation expenses, accommodation expenses, food and beverage expenses or costs for a Starter Repair, as a result of a Starter Deficiency.

Please visit at **www.ArcticCatYamahaNationalClassAction.ca** or contact the Claims Administrator to obtain the Claim Form and more information about:

- a) Submitting a claim;
- b) The information you will have to provide;
- c) A full description of the settlement benefits.

In order to determine whether you are entitled to receive Repair Work Credit under Category 2, go to the tab "Check Your Vehicle Identification Number" on the website **www.ArcticCatYamahaNationalClassAction.ca** to see if your snowmobile is included as an Affected Snowmobile in the NSA (part of the "List of Category 2 Eligible VINs"). You will need to provide the Vehicle Identification Number (**VIN**) of your snowmobile to complete the search.

If your VIN is not included in the List of Category 2 Eligible VINs:

If your snowmobile is currently **not** included in the List of Category 2 Eligible VINs and you nonetheless seek recognition of an entitlement to receive a Credit under Category 2 Claims, you have until **[Recognition of Entitlement = Settlement Notice Date + 60 days]** to send the Claims Administrator an email requesting to be added to the List of Category 2 Eligible VINs by providing the VIN of each Affected Snowmobile. If an entitlement to any such Credit is confirmed by the Claims Administrator, the List of Category 2 Eligible VINs will be updated accordingly.

Also, if you currently own or lease an Affected Snowmobile that has not reached a Maximum Distance Traveled of 30,000 kilometers, you may contact any of the Authorized Dealers listed at **www.ArcticCatYamahaNationalClassAction.ca** to have the control unit of the starter reprogrammed under Arctic Cat's Service Bulletin BS201810 or Yamaha's Service Bulletin S18-067 installed, **free of charge**, for each Affected Snowmobile you own or lease, **no later than [Claims Period = Settlement Notice Date + 791 days]**.

There will be no further notice in relation to the settlement of the class action.

DO YOU REQUIRE MORE INFORMATION?

To obtain more information about the Class Action, the NSA, this notice and the topics above, visit **www.ArcticCatYamahaNationalClassAction.ca**, which will be periodically updated.

To communicate with the **Claims Administrator**:

Arctic Cat Yamaha National Class Action
Settlement Claims Administrator
P.O. Box 507 STN B
Ottawa ON K1P 5P6
Email: info@ArcticCatYamahaNationalClassAction.ca

Telephone: 1-833-683-5866
Fax: 1-866-262-0816

To communicate with **Class Counsel**, the lawyers who are advancing the Class Action:

SISKINDS, DESMEULES, AVOCATS
Attention: Mtre Karim Diallo
43 Buade Street – Office 320

- This notice has been approved by the Court.-

ARCTIC CAT AND YAMAHA NATIONAL CLASS ACTION SETTLEMENT OPT-OUT FORM

HARVEY V. ARCTIC CAT INC. ET AL. (200-06-000225-188)

www.ArcticCatYamahaNationalClassAction.ca

If you do NOT wish to participate in the National Settlement Agreement, the deadline to opt out of the Class Action is **April 21, 2021**.

This is NOT a Claim Form - Consequences of opting out – PLEASE READ CAREFULLY

By completing and returning this Opt-Out Form as set out below, you are choosing:

- 1) **Not** to take part in the National Settlement Agreement;
- AND**
- 2) **Not** to participate in any of the Settlement Benefits that may become available to Settlement Class Members as part of the National Settlement Agreement.

In order to be valid, this Opt-Out Form must be **fully completed, signed and timely submitted**.

This is your **only opportunity to opt out** of the National Settlement Agreement and of the Class Action.

If you submit this Opt-Out Form you will NOT be bound by the National Settlement Agreement or the releases in the National Settlement Agreement, but you will also NOT be entitled to participate in any of the Settlement Benefits that may become available to Settlement Class Members as part of the National Settlement Agreement. You will also NOT be entitled to participate in any way in the approval process of the National Settlement Agreement.

For the purposes of this Opt-Out Form, the following definitions apply:

“National Settlement Agreement” means the agreement between the Plaintiff and the Defendants to settle the Class Action, a copy of which is available at www.ArcticCatYamahaNationalClassAction.ca.

“Settlement Benefits” means the benefits that may become available to Settlement Class Members as part of the National Settlement Agreement.

“Settlement Class” means the class of persons defined by Plaintiff in the Class Action, as reproduced below.

Generally speaking, a **Settlement Class Member** is a person in Canada having purchased and/or rented a snowmobile with a 7000 or 1049cc engine designed, developed, manufactured, commercialised and/or sold by one of the Defendants.

The snowmobiles are the following models, for the **years 2014 to 2018**:

From Arctic Cat		From Yamaha
ZR 7000 LXR	XF 7000 Cross Country	The Viper series
ZR 7000 Sno Pro	XF 7000 Crosstour	
ZR 7000 Limited	XF 7000 High Country	
ZR 7000 El Tigre	XF 7000 Limited	
ZR 7000 RR	XF 7000 LXR	
Pantera 7000	XF 7000 Sno Pro	
Pantera 7000 Limited	XF 7000 Cross Country Sno Pro	
M 7000 Sno Pro		

SECTION A – CLASS MEMBER NAME AND CONTACT INFORMATION

(*Indicates required fields)

First Name*

Last Name*

Complete Street Address*

City*

Province*

Country*

Postal Code*

Telephone Number*

Email

SECTION B – SNOWMOBILE INFORMATION

(*Indicates required fields)

Model*

Year*

Serial Number*

Date of Purchase or Lease (MM/DD/YYYY) *

Name of Vendor*

SECTION C – DECLARATION

I wish to opt out of the National Settlement Agreement and of the Class Action *Laury Harvey v. Arctic Cat Inc., Arctic Cat Sales Inc., Yamaha Motor Canada Ltd. and Yamaha Motor Corporation, U.S.A.* (No. 200-06-000225-188).

I understand that by submitting this Opt-Out Form:

- I will NOT be able to participate in any way in the Class Action.
- I will NOT receive any Settlement Benefits under the National Settlement Agreement but will not be bound by the National Settlement Agreement.

Signature

Date (MM/DD/YYYY)

To be considered timely, this Opt-Out Form **must** be filed with the Court or postmarked **no later than April 21, 2021** and, if sent by mail or messenger to the Claims Administrator, be received **no later than May 6, 2021**

Arctic Cat Yamaha National Class Action Settlement Claims Administrator

P.O. Box 507 STN B

Ottawa ON K1P 5P6

Email: info@ArcticCatYamahaNationalClassAction.ca

Telephone: 1-833-683-5866

Fax: 1-866-262-0816

For **Québec residents**, the fully completed Opt-Out Form **must also** be returned directly to the address below within the same deadlines mentioned above:

The Clerk of Superior Court of Québec

300 Boulevard Jean Lesage

Québec QC G1K 8K6

For more information on the National Settlement Agreement and the Class Action, please visit

www.ArcticCatYamahaNationalClassAction.ca