

Distribution Protocol

Part 1: General Principles

1. The definitions in the Settlement Agreement apply to and are incorporated into this Distribution Protocol.
2. This Distribution Protocol is prepared in accordance with Section 4 of the Settlement Agreement.
3. After payment of Class Counsel Fees, disbursements and applicable taxes, and any honouraria, the balance of the funds (the “**Settlement Funds**”) will be held in a trust account by Hammerco Lawyers LLP or its successor.
4. The Settlement Funds will be available to pay approved claims, in accordance with Part 2 of this Distribution Protocol.
5. No additional contributions will be made to the Settlement Funds from any source.
6. Compensation will be paid to Class Members who file a valid claim approved in accordance with the claims process established in Part 2 of this Distribution Protocol.
7. This Distribution Protocol will be administered by MNP LLP (“**Claims Administrator**”) in accordance with its terms, prioritising the goals of efficiency and compensation for eligible claims. After payment of Class Counsel Fees, disbursements and applicable taxes, and any honouraria, the balance of the Settlement Funds will be transferred to the Administrator to pay claims and the Claims Administrator’s expenses.
8. Class Counsel and Defence Counsel shall oversee the claims process and provide advice and assistance to the Claims Administrator regarding this Distribution Protocol and the claims process. Class Counsel and Defence Counsel, may, upon agreement and in consultation with the Claims Administrator, modify provisions of this Distribution Protocol, including any time limits or deadlines, during the claims process to enhance the efficacy of the claims process if they consider it necessary and reasonable for the fair administration of the Settlement Agreement.

Part 2: Claims Process

9. Eligibility to make a claim will be as follows:

Any Class Member who paid at least \$10 of Driver Protection Fees during the following claims period:

March 25, 2017 (for residents of Quebec) and March 25, 2018 (for residents of British Columbia, Alberta or Ontario) to February 29, 2020 (“**Claims Period**”)

(“**Eligible Class Members**”)

10. The notices will be sent by the Claims Administrator to Class Members to the email address on file with the Defendants.
11. After the Opt-Out date, Eligible Class Members will receive the Notice of Claims Process and Distribution of the Settlement Amount. Only Eligible Class Members will receive the Notice of Claims Process and Distribution of the Settlement Amount.
12. Upon receipt of the Notice of Claims Process and Distribution of the Settlement Amount, any Eligible Class Member who wishes to make a claim must follow the prompts in the Notice of Claims Process and Distribution of the Settlement Amount to make a claim, substantially as follows:
 - a. Click on the “Make A Claim” link in the Notice of Claims Process and Distribution of the Settlement Amount;
 - b. Confirm the email address of the claimant.
13. All claims must be received by the Claims Administrator by no later than three (3) months from the date that the Notice of Claims Process and Distribution of the Settlement Amount is disseminated (the “**Claims Deadline**”).
14. The Claims Administrator will review and administer all valid claims within sixty (60) days after the Claims Deadline.
15. The Claims Administrator will review and pay out claims to Eligible Class Members substantially as follows (the “**Distribution**”):
 - a. confirm that the claimant is an Eligible Class Member by checking their identity against the database provided by the Defendants;
 - b. confirm the amount of Driver Protection Fees paid by the claimant during the Claims Period by checking the database provided by the Defendants;
 - c. each claimant who is an Eligible Class Member will receive a pro rata share of the Driver Protection Fees paid by them during the Claims Period based on the total amount of valid claims made by Eligible Class Members during the Claims Period;
 - d. no claimant will receive more than the total amount of Driver Protection Fees they paid during the Claims Period;

- e. payment will be made to Eligible Class Members by way of Interac e-transfer only to the email address previously supplied by the claimant.
16. Where claims are duplicative or otherwise invalid, the Claims Administrator shall reject those claims.
17. The Claims Administrator's decision concerning the validity of any particular Claim shall be final and binding. There shall be no right of appeal. Neither the Parties nor the Claims Administrator will be liable for any decisions or actions taken under the Distribution Protocol.
18. Following the Distribution, Class Counsel, or the Claims Administrator acting at their direction, will disburse any remaining Settlement Funds to the Law Foundation of British Columbia.
19. Following the Distribution, Class Counsel shall send a reporting letter to the Case Management Judge setting out the claims made, amounts paid out, and any other matters relevant to the Distribution Protocol process.

Part 3: The Claims Administrator's Duties and Responsibilities

20. The Claims Administrator shall administer the claims process and distribution in accordance with this Distribution Protocol and with the provisions of any orders of the Court and the Settlement Agreement under the oversight of Class Counsel and Defence Counsel and the ongoing authority and supervision of the Court.
21. The Claims Administrator shall send periodic invoices to Class Counsel and Defence Counsel for the costs of the claims administration under this Settlement Agreement to be paid out of the Settlement Funds. If one of the parties believe the amount charged on any invoice is unreasonably excessive, the party may submit their objections to the Court for resolution and need not pay the disputed amount until the Court has resolved the objections.
22. The Claims Administrator's duties and responsibilities shall include the following:
- a. establishing a claims process including a website and electronic web-based systems and procedures for completing, filing, receiving and adjudicating claims;
 - b. employing secure, web-based systems with electronic registration and record keeping wherever possible;
 - c. providing professional and timely support and assistance to Class Members applying for compensation;
 - d. providing efficient and timely adjudication of all claims made in accordance with industry standards;
 - e. providing timely payment of all valid claims;

- f. providing complete and timely reporting to Class Counsel and Defence Counsel in respect of all aspects of the claims process;
 - g. being bilingual in all respects;
 - h. providing notices to Class Members as required under the Settlement Agreement;
 - i. receiving and maintaining the available names and contact information for car2go Canada Ltd. members during the Class Period and the total amount of gross and net Driver Protection Fees paid by each car2go Canada Ltd. customer during the Class Period via secure Mimecast link, pursuant to Section 5 of the Settlement Agreement;
 - j. maintain the Claims information so as to permit Class Counsel and Defence Counsel to audit the claims administration as they may determine, or if ordered by the Court;
 - k. fulfilling any obligations to report taxable income and make tax payments (including interest and penalties) due with respect to the income earned by the Settlement Funds.
23. The available car2go Canada Ltd. customer information provided by the Defendants to the Claims Administrator shall be collected, used and retained pursuant to British Columbia, Alberta, Ontario and Quebec privacy laws for the purposes of administering the Settlement Agreement, disseminating notices, and evaluating Class Members' eligibility status under the Settlement Agreement. The information shall be treated as private and confidential and shall not be disclosed except in accordance with the Settlement Agreement and orders of the Court.