

**SETTLEMENT AGREEMENT**

Made as of the 22<sup>nd</sup> day of January, 2026

Between

**Marko Stajic, Mordecai Bobrowsky, Kyle Yamamura, and Michaël Bordeleau-Tassile, individually and in their capacity as the proposed representative plaintiffs in *Marco Stajic et al. v. Wayland Group Corp., et al.* (Court File No. CV-21-00665194-00CP), *Marko Stajic v. Scott Langille, et al.* (Court File No. CV-22-00687490-00CP), and *Michaël Bordeleau-Tassile v. Canaccord Genuity Corp., et al.* (Court File No. CV-23-00693650-00CP)**

and

**Wayland Group Corp.  
Scott Langille  
Gerhard Müller  
Paul Pathak  
Michael Stein  
Eric Silver  
Canaccord Genuity Corp.  
RF Securities Clearing LP (formerly known as GMP Securities L.P.)**

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## SETTLEMENT AGREEMENT

### SECTION 1 – RECITALS

#### 1.1 WHEREAS

- (1) Jonathan Lubus, Marco Stajic, Mordecai Bobrowsky and Kyle Yamamura commenced the Wayland Action against Wayland and Benjamin Ward.
- (2) Marko Stajic commenced the Stajic Action against Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, Michael Stein and John Does 1-3.
- (3) Michael Bordeleau-Tassile commenced the Bordeleau-Tassile Action against Canaccord Genuity and GMP Securities L.P.
- (4) The Actions raise similar allegations and are based on the same set of alleged facts and issues relating to Wayland’s business practices and public filings and statements.
- (5) The Settling Defendants deny all the Plaintiffs’ claims in the Actions and deny any wrongdoing or liability to the Plaintiffs or to any Wayland shareholder of any kind, and would raise numerous defences.
- (6) The Plaintiffs and Settling Defendants have engaged in hard-fought litigation and good faith negotiations in respect of the Actions, including through a mediation with Joel Wiesenfeld, an experienced securities class action mediator.
- (7) As a result of these settlement discussions and negotiations, the Plaintiffs and the Settling Defendants have entered into this Agreement, which embodies all of the terms and conditions of the Settlement, including those set out in the Settlement Term Sheet effective October 15, 2025, subject to approval of the Court.
- (8) The Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Agreement and, based on their analyses of the facts and law applicable to the claims, demands and causes of action of the Plaintiffs, both asserted and unasserted, whether pleaded in the Actions or not, and having regard to the Settlement Amount

to be provided by the Settling Defendants and the extensive burdens, risks and expense of litigation, including the risks and uncertainties associated with trials and appeals, the Plaintiffs, with the benefit of advice from Class Counsel, have concluded that this Agreement is fair, reasonable, and in their best interest and the best interest of the Class that the Plaintiffs seek to represent.

- (9) The Settling Defendants are entering into this Agreement in order to achieve a final resolution of all Released Claims and dismissal of the Actions as against the Settling Defendants, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation.
- (10) The parties therefore wish to, and hereby do, finally resolve without admission of liability, the Actions as against the Settling Defendants and all Released Claims of the Releasers.
- (11) For the purposes of settlement only and contingent upon approval by the Court as provided for in this Agreement, the Settling Defendants have consented to certification of the Actions as a class proceeding and leave to proceed under section 138.8(1) of the *Securities Act* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories) to commence an action under section 138.3 of the *Securities Act* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories) on the terms provided herein.
- (12) The Plaintiffs assert that they are adequate class representatives for the Class and will seek to be appointed representative plaintiffs in the Actions.

**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, the Parties stipulate and agree, subject to the approval of the Court, that any and all claims made or that could have been made in the Actions shall be finally settled and resolved on the terms and conditions set forth in this Agreement.

## SECTION 2 – INTERPRETATION

### 2.1 Definitions

In this Agreement, including the recitals hereto:

- (1) ***Actions*** means, collectively, the Wayland Action, the Stajic Action and the Bordeleau-Tassile Action.
- (2) ***Additional MNP Documents*** means those additional documents which have not yet been produced by MNP pursuant to the Order of the Honourable Mr. Justice Morgan dated February 10, 2022 made in the Wayland Action.
- (3) ***Administrator*** means a Person selected by Class Counsel, on notice to the Settling Defendants, and approved by the Court, to administer the proposed settlement, including completing the Plan of Allocation.
- (4) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable relating to the approval, implementation and administration of the Settlement, including the costs of translating, publishing and delivering notices and the fees, disbursements and taxes paid to the Administrator, the Referee, and any other expenses approved by the Court which shall all be paid from the Settlement Amount.
- (5) ***Agreement*** means this settlement agreement, including the recitals and schedules.
- (6) ***Authorized Claimant*** means each Class Member who has been approved for compensation by the Administrator as part of the Plan of Allocation.
- (7) ***Berger Montague*** means Berger Montague (Canada) PC, counsel for the Plaintiffs in the Actions.
- (8) ***Bordeleau-Tassile Action*** means the action commenced by Michael Bordeleau-Tassile against Canaccord Genuity and GMP Securities L.P., bearing Court File No. CV-23-00693650-00CP.

- (9) **Canaccord Actions** means the action commenced by Canaccord Genuity and RF Securities against Wayland, bearing Court File No. CV-20-00643752-0000, and the action commenced by Canaccord Genuity and RF Securities against Ward, bearing Court File No. CV-20-00643756-0000.
- (10) **Canaccord Genuity** means Canaccord Genuity Corp.
- (11) **CCAA** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 (as amended).
- (12) **Claim and Claims** means any and all manner of 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, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, in this or any other Canadian or foreign jurisdiction.
- (13) **Claim Form** means the form substantially in the form attached to the Plan of Allocation which, when completed and submitted in a timely manner to the Administrator, enables a Class Member to apply for compensation pursuant to the Settlement.
- (14) **Claims Bar Deadline** means the date by which each Class Member must file a Claim Form and all required supporting documentation with the Administrator, which date shall be set out in the Plan of Allocation.
- (15) **Class** means all Persons, other than Excluded Persons, who acquired the Securities on or after December 13, 2017, and held some or all of said Securities as of the close of trading on August 2, 2019.
- (16) **Class Counsel** means Andrew Morganti, Berger Montague (Canada) PC.

- (17) ***Class Counsel Fees*** means the fees and disbursements claimed by Class Counsel from the Settlement Amount and awarded by the Court, including all costs, interest, HST and other applicable taxes or charges thereon.
- (18) ***Class Member*** means a member of the certified Class who does not make an election to Opt-Out.
- (19) ***Class Period*** means, for the purposes of this Settlement only, the period from December 13, 2017 to August 2, 2019.
- (20) ***Collateral Agreement*** means the agreement executed contemporaneously with this Agreement, which sets the Opt-Out Threshold, the terms of which shall be kept confidential unless the Court requires disclosure thereof.
- (21) ***Common Issue*** means, for the purposes of this Settlement only:

Did Wayland, or any of the Individual Settling Defendants or John Does 1-3, or the Underwriters, make any misrepresentation or fail to disclose a material change or material fact concerning Wayland, its operations and/or financial status, including in connection with its production facility located in Langton, Ontario and/or its Chief Executive Officer, Ben Ward, during the period of December 13, 2017 to August 2, 2019?

- (22) ***Counsel for the Settling Defendants*** means Osler, Hoskin & Harcourt LLP, Torys LLP, and McCarthy Tétrault LLP.
- (23) ***Court*** means the Ontario Superior Court of Justice.
- (24) ***CPA*** means the *Class Proceedings Act*, 1992, SO 1992, c 6, as amended.
- (25) ***Document Recipients*** means any and all Persons who, to the knowledge of Class Counsel or the Plaintiffs, received a copy of the Wayland Documents and/or the MNP Documents. For greater certainty, Document Recipients shall include the Plaintiffs, Class Counsel, any of the Plaintiffs' past or former legal counsel, and any of Plaintiffs' counsel's past or present members, partners, employees, agents and consultants (including experts or valuers) who received the Wayland Documents and/or the MNP Documents.

- (26) ***Effective Date*** means the date when the Settlement Approval Order issued by the Court approving this Agreement becomes the Final Order.
- (27) ***Escrow Account*** means an interest-bearing account established at a Canadian Schedule 1 bank in which the Settlement Amount will be held initially by Class Counsel, subject to the terms of this Agreement, and then transferred to the control of the Administrator, in trust, following its appointment.
- (28) ***Escrow Settlement Amount*** means the Settlement Amount plus any interest accruing thereon.
- (29) ***Excluded Persons*** means each Settling Defendant, their respective family members, and any businesses in which they have a financial interest, and any investor who falls within the certified Class definition but who validly opts-out of the Actions.
- (30) ***Final Order*** means the Settlement Approval Order at the date when the first appeal period expires without an appeal being taken, or if an appeal is taken, at the date of expiry of the final appeal period, if the Order is upheld.
- (31) ***First Notice*** means the long form and short form notices advising Class Members that a settlement of the Actions has been reached with the Settling Defendants, subject to the Court approval, and of the Objection Deadline and the Opt-Out Deadline, in a form approved by the Court and in accordance with the relevant Notice Plan, substantially in the form attached as Schedule “A” hereto.
- (32) ***First Notice Motion*** means a motion brought before the Court for an order that the Actions be heard together, granting leave to proceed under section 138.8(1) of the *Securities Act* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories) to commence the Wayland Action and Stajic Action under section 138.3 of the *Securities Act* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories), and certifying the Actions for settlement purposes and approving the First Notice, including the Opt-Out process.

- (33) **First Notice Order** means the order made by the Court granting the relief sought on the First Notice Motion, substantially in the form attached as Schedule “B” hereto.
- (34) **GCNA** means Guarantee Company of North America.
- (35) **Individual Settling Defendants** means Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, and Michael Stein.
- (36) **John Does 1-3** means the individuals who comprised Wayland’s Special Committee of the Board of Directors established in or around February 2018.
- (37) **Litigation Guardian** means Glenn Smith, in his capacity as litigation guardian for Wayland.
- (38) **Maricann** means Maricann Group Corp., which became Wayland.
- (39) **MNP** means MNP LLP.
- (40) **MNP Documents** means the documents produced by MNP to the Plaintiffs in 2022 pursuant to the MNP Production Order.
- (41) **MNP Production Order** means the Order of Justice Morgan dated February 10, 2022 in the Wayland Action.
- (42) **Net Settlement Amount** means the Settlement Amount, following the deduction of all sums approved by the Court as part of the Settlement Approval Order, including payment of Class Counsel Fees, taxes that may be owing to any governmental authorities, and all necessary administrative expenses, including fees of the Administrator, with the resulting amount being available for payment to Authorized Claimants in accordance with the Plan of Allocation.
- (43) **Notice Plan** means the notice programs for distributing each of the Settlement Class Notices (First Notice and Second Notice), as approved by the Court, substantially in the form attached as Schedule “C” hereto.

- (44) **Opt-Out** means a Person falling within the certified Class definition who/which elects to opt out of the Actions in accordance with an Order of the Court, with the effect that such Person shall not be a Releasor and shall instead be an Excluded Person.
- (45) **Opt-Out Deadline** means the deadline set out in the First Order for Class members to opt-out of the Settlement.
- (46) **Opt-Out Threshold** means a defined number of Opt-Outs, and/or a defined number of Wayland Shares held by the Opt-Outs, to be set by the Settling Defendants in their sole discretion in advance of the Settlement Approval Hearing, which, if exceeded, gives the Settling Defendants the right, in their sole discretion, to terminate this Agreement and the Settlement Term Sheet.
- (47) **Opt-Out Form** means the document substantially in the form of Schedule “D” hereto which, if validly completed and submitted by a Class Member to the Administrator before the expiry of the Opt-Out Deadline, excludes that Class Member from the Class and from participation in the Settlement.
- (48) **Opt-Out Party** means any person who would otherwise be a Class Member who submits a valid Opt-Out Form to the Administrator by the Opt-Out Deadline.
- (49) **Party and Parties** means the Plaintiffs and the Settling Defendants.
- (50) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (51) **Plaintiffs** means Marko Stajic, Mordecai Bobrowsky, Kyle Yamamura and Michael Bordeleau-Tassile.
- (52) **Plan of Allocation** means the distribution plan stipulating the proposed distribution of the Settlement Amount, including the allocation of the Settlement Amount as between the primary market misrepresentation claims and secondary market

misrepresentation claims in the Actions, in a form satisfactory to the Settling Defendants or as fixed by the Court.

- (53) ***Privileged MNP Documents*** means those MNP Documents identified by counsel to the Litigation Guardian and/or counsel to the Individual Settling Defendants and/or to MNP as being subject to a claim of privilege by their respective client(s).
- (54) ***Referee*** means such person or persons appointed by the Court to serve in that capacity.
- (55) ***Release*** means the release and waiver of the Released Claims by the Releasers described in Section 13, that will take effect upon entry of the Settlement Approval Orders in the Actions.
- (56) ***Released Claims*** (or ***Released Claim***) means any and all Claims that the Releasers have, relating in any way to any conduct that is alleged in or that could have been alleged in any of the Actions if they had been pleaded, from the beginning of time, including but not limited to allegations of primary market and common law negligence or fraud, secondary market common law negligence or fraud, individual and common misrepresentation, fraud, deceit, conspiracy, unjust enrichment, unconscionable conduct, and breach of applicable legislation including but not limited to breaches of the Ontario *Securities Act* R.S.O. 1990, c. S-5, as amended, and equivalent securities legislation
- (57) ***Releasees*** means, jointly and severally, individually and collectively, the Settling Defendants and Glenn Smith, in his capacity as Litigation Guardian of Wayland, and as applicable, all of their present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers (including excess insurers, reinsurers and co-insurers), underwriters (including, for certainty, all syndicate members for all impugned offerings, and VIII Capital Corporation), and all of the Settling Defendants' and underwriters' (including all syndicate members for all impugned offerings, and VIII Capital Corporation) advisors, auditors, lawyers (including, for certainty, McCarthy Tétrault LLP, Osler, Hoskin & Harcourt LLP and Torys LLP), representatives, litigation guardians (including their lawyers),

estate trustees and, with the exception of Ward, Ward's family and entities in which Ward has a financial interest, all other Persons with whom any of the former have been, affiliated and all of their past officers, directors, employees, agents, attorneys, and trustees, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

- (58) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Class Members, on behalf of themselves and any Person or entity claiming by or through them as a present or former, direct or indirect, parent, subsidiary, affiliate, division or department, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, reinsurer, devisee, assignee, trustee, servant, contractor or representative of any kind.
- (59) **RF Securities** means RF Securities Clearing LP (formerly known as GMP Securities L.P.).
- (60) **Second Notice** means the long form and short form notices to the Settlement Class in a form to be approved by the Court, which shall be substantially in accordance with the notice at Schedule "F" hereto.
- (61) **Securities** means the common shares, units and warrants of Wayland and Maricann, as applicable.
- (62) **Securities Act** means the Ontario *Securities Act*, R.S.O. 1990, c. S-5, as amended.
- (63) **Settlement** means the settlement provided for in this Agreement.
- (64) **Settlement Amount** means the sum of eight million dollars (CAD\$8,000,000.00), inclusive of all interest, fees, taxes and disbursements claimed by the Class, including all legal fees and disbursements paid to, incurred by and to be incurred from this date forward by Class Counsel to complete the settlement, to be paid by or on behalf of the Settling Defendants to resolve the Actions.
- (65) **Settlement Approval Hearing** means the motion seeking the Settlement Approval Order.

- (66) ***Settlement Approval Order*** means an order of the Court approving the Agreement substantially in the form attached hereto as Schedule “E”.
- (67) ***Settlement Class Notices*** means the First Notice and the Second Notice.
- (68) ***Settling Defendants*** means Wayland, the Individual Settling Defendants, John Does 1-3, and the Underwriters (but, for greater certainty, does not include Ward).
- (69) ***Settlement Term Sheet*** means the term sheet executed by the Plaintiffs and Settling Defendants on October 15, 2025.
- (70) ***Stajic Action*** means the action commenced by Marko Stajic against Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, Michael Stein and John Does 1-3, bearing Court File No. CV-22-00687490-00CP.
- (71) ***Underwriters*** means Canaccord Genuity Corp. and RF Securities Clearing LP (formerly known as GMP Securities L.P.)
- (72) ***Ward*** means Benjamin Allan Ward.
- (73) ***Wayland*** means Wayland Group Corp.
- (74) ***Wayland Action*** means the fresh as amended action originally advanced by Jonathan Lubus, Marco Stajic, Mordecai Bobrowsky and Kyle Yamamura against Wayland, Ward, and the Underwriters bearing Court File No. CV-21-00665194-00CP.
- (75) ***Wayland Documents*** means the documents produced in 2022 or thereafter pursuant to the Wayland Production Order.
- (76) ***Wayland Production Order*** means the Order of the Honourable Mr. Justice Penny dated March 2, 2022 in the proceeding under the CCAA bearing Court File No. CV-19-00632079 (In the Matter of a Plan of Compromise or Arrangement of Wayland Group Corp., 2751609 Ontario Inc., and Nanoleaf Technologies, Inc.).

- (77) *Wayland Shares* means the Securities acquired by a Class Member or Opt-Out Party during the Class Period and which shares continued to be held by the Class Member as of the close of trading on August 2, 2019.

### **SECTION 3– APPROVAL AND NOTICE PROCESS**

#### **3.1 Best Efforts**

- (1) The Parties shall use their best efforts to effect this Settlement and to secure the Settlement Approval Order.
- (2) Class Counsel and the Settling Defendants will cooperate with each other on the preparation of the necessary motion materials.
- (3) Class Counsel and the Settling Defendants shall cooperate in the preparation of any written communications in relation to the settlement of the Actions, including the Settlement Class Notices. For greater certainty, the Settling Defendants' counsel may review, and provide comments on, the draft Settlement Class Notices and Notice Plan(s) to be submitted for court approval. The costs of the Settlement Class Notices and all costs of settlement administration shall be paid/satisfied from the Settlement Amount.
- (4) Until the Settlement Approval Order becomes the Final Order or the termination of this Agreement, whichever occurs first, the Plaintiffs agree to hold in abeyance all other steps in the Actions as they relate to the Settling Defendants, other than the motions provided for in this Agreement and such other matters required to implement the terms of this Agreement.

#### **3.2 Hearing the Actions Together**

- (1) The Actions shall be heard together for the purposes of (i) consent certification, (ii) leave to proceed under section 138.8(1) of the *Securities Act* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories) to commence the Wayland Action and Stajic Action under section 138.3 of the *Securities Act* (and, if necessary, the equivalent provisions of the

securities legislation of the other Canadian provinces and territories), and (iii) settlement approval.

### **3.3 First Notice Motion**

- (1) The Plaintiffs will, as soon as is reasonably practicable following the execution of this Agreement, bring the First Notice Motion. Subject to the content of the First Notice and the order sought in the First Notice Motion being satisfactory to the Settling Defendants, and for the purpose of this Agreement only, the Settling Defendants will consent to the order(s) being sought.
- (2) Class Counsel shall cause the First Notice to be published in accordance with the Notice Plan, as may be supplemented by directions of the Court, and the costs of so doing shall be paid from the Escrow Account by Class Counsel as and when incurred.

### **3.4 Settlement Approval Hearing**

- (1) The Plaintiffs will thereafter bring a motion seeking the Settlement Approval Order. The Settling Defendants will consent to the Settlement Approval Order, subject to the content of the Settlement Approval Order sought at the Settlement Approval Motion being satisfactory to the Settling Defendants, and for the purposes of this Agreement only.
- (2) Upon the granting of the Settlement Approval Order, the Administrator shall cause the Second Notice to be published and disseminated in accordance with the directions of the Court and the Notice Plan and the costs of so doing shall be paid from the Escrow Account as and when incurred.

### **3.5 Report to the Court**

- (1) After publication and dissemination of each of the Settlement Class Notices required by section 3, Class Counsel shall file with the Court an affidavit confirming publication and dissemination.

## **SECTION 4 – SETTLEMENT BENEFIT**

### **4.1 Payment of Settlement Amount**

- (1) Within thirty (30) days after the Settlement Approval Order becomes the Final Order, the Settling Defendants shall pay or cause their insurers, reinsurers and/or co-insurers (where applicable) to pay their respective contributions to the Settlement Amount to Class Counsel for deposit into the Escrow Account to settle all of the Actions against the Settling Defendants on the date of the Final Order, in full satisfaction of the Released Claims against the Releasees.
- (2) The Settling Defendants and other Releasees shall have no obligation to pay any amount in addition to the Settlement Amount for any reason whatsoever, including any amount for interest, legal fees (including Class Counsel Fees), disbursements, taxes of any kind, costs and expenses relating in any way to the Actions, including fees related to the Released Claims, the Settlement and Administration Expenses.
- (3) Any dispute concerning the entitlement to or quantum of expense incurred by Class Counsel and/or the Administrator shall be dealt with by a motion to the Court on notice to the Parties.

### **4.2 Settlement Amount to be Held in Trust**

- (1) Class Counsel, and then following its appointment, the Administrator, shall hold the Settlement Amount in trust in the Escrow Account. No amount shall be paid from the Escrow Account except in accordance with the Settlement Approval Order, or other order of the Court. Class Counsel, and later the Administrator, shall account to the Court and the Settling Defendants for all payments made from and all interest earned in the Escrow Account.

### **4.3 Taxes and Interest**

- (1) Except as expressly provided herein all interest earned on the Settlement Amount shall accrue to the benefit of the Class and shall become and remain part of the Escrow Account.

- (2) Subject to section 4.3(3), all taxes payable on any interest which accrues on or otherwise in relation to the Settlement Amount in the Escrow Account shall be the responsibility of the Class. Class Counsel or the Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Escrow Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Escrow Account.
- (3) The Settling Defendants shall have no responsibility to make any filings relating to the Escrow Account, to pay tax on any income earned by the Settlement Amount, or to pay any taxes on the monies in the Escrow Account, unless this Agreement is terminated, in which case any interest earned on the Settlement Amount in the Escrow Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of any taxes on such interest not previously paid by Class Counsel.

#### **SECTION 5 – NO REVERSION**

- (1) Unless this Agreement is terminated before it is final, the Settling Defendants shall not be entitled to the repayment of any portion of the Settlement Amount.

#### **SECTION 6 – DISTRIBUTION OF THE ESCROW SETTLEMENT AMOUNT**

- (1) The formula for distribution of the Settlement Amount to Settlement Class Members shall be contained in the Plan of Allocation.
- (2) As part of the Settlement Approval Order, the Plaintiff will seek approval by the Court of the Plan of Allocation.
- (3) The Settling Defendants shall take no position on the Court's approval of the Plan of Allocation.
- (4) The Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the Plan of Allocation, or the investment, distribution or administration of monies in the Escrow Account.

## **SECTION 7– EFFECT OF SETTLEMENT**

### **7.1 No Admission of Liability**

- (1) Whether or not this Agreement and the Settlement Term Sheet are terminated, this Agreement, anything contained in it, and any and all negotiations, discussions, and communications associated with this Agreement, shall not be deemed, construed or interpreted to be an admission by the Settling Defendants and other Releasees of any fault, omission, wrongdoing or liability by the Settling Defendants and other Releasees, or of the truth of any of the claims or allegations made in the Actions or otherwise asserted by the Plaintiffs. Without limiting the generality of the foregoing, nothing in this Agreement or the negotiations of it shall be used or construed as any admission by the Settling Defendants and other Releasees:
  - (a) of any failure to disclose and/or misrepresentation made directly or indirectly, concerning Wayland, its operations and/or financial status, including in connection with or relating to Wayland’s production facility located in Langton, Ontario and/or its Chief Executive Officer, Ben Ward;
  - (b) of the commonality of the allegations in any of the Actions; and/or
  - (c) that leave ought to be granted to the Plaintiffs to proceed under section 138.8(1) of the *Securities Act* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories) to commence either the Wayland Action or the Stajic Action under section 138.3 of the *Securities Act* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories),

and in fact the Settling Defendants and other Releasees continue to vigorously dispute, deny and contest the allegations of fault, liability, wrongdoing and damages made in the Actions and otherwise by the Plaintiffs.

### **7.2 Agreement Not Evidence**

- (1) The Parties agree that, whether or not it is terminated, this Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings

associated with the Settlement Term Sheet or this Agreement, and any action taken to implement this Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, quasi-criminal, or administrative action or disciplinary investigation or proceeding in any jurisdiction, including as any presumption, concession or admission:

- (a) of the validity of any claim that has been made or could have been asserted in the Actions by the Plaintiffs against the Settling Defendants, or the deficiency of any defence that has been or could have been asserted in the Actions;
  - (b) of wrongdoing, fault, neglect or liability by the Settling Defendants; and
  - (c) that the consideration to be given hereunder represents the amount that could be or would have been recovered in the Actions after trial.
- (2) Notwithstanding section 7.3(1), this Agreement may be referred to or offered as evidence in order to obtain the orders or directions from the Court contemplated by this Agreement, in a proceeding to approve or enforce this Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

### **7.3 Restrictions on Information**

- (1) Class Counsel is prohibited from divulging to anyone for any purpose any information obtained in the course of the negotiation, preparation or execution of this Agreement, without the prior written consent of the Settling Defendants or unless ordered to do so.

### **7.4 No Representation by Class Counsel in Further Proceedings**

- (1) The current members, shareholders, partners and associates of Class Counsel shall not represent any Persons commencing, continuing or otherwise participating in any actions or proceedings as against any of the Releasees relating in any way to Wayland, after the date of the Final Order.

## SECTION 8– NOTICE TO SETTLEMENT CLASS

### 8.1 Notices

- (1) The proposed Class shall be given the following notices: (i) the First Notice; (ii) the Second Notice; (iii) notice if this Agreement is not approved, is terminated, or otherwise fails to take effect; and (iv) such further notice as may be directed by the Court; all costs, fees, and/or disbursements in relation to such notices, including any costs or fees of the Administrator, will be paid exclusively from the Escrow Account, whether or not this Agreement is terminated for any reason or whether or not this Agreement is ultimately approved by the Court.

### 8.2 Form of Notices

- (1) The form of Settlement Class Notices referred to in section 8.1 and the manner and extent of publication and distribution shall be set out in the Notice Plans to be appended to the First Order and Settlement Approval Order.

### 8.3 Objections

- (1) Unless otherwise authorized by the Court, any Class Member who has not opted out and who intends to object to the fairness of this Agreement or the Settlement must do so in writing no later than twenty (20) days prior to the Settlement Approval Hearing (hereinafter the “**Objection Date**”). The written objection must be served on the Administrator no later than the Objection Date. The written objection must include:
  - (a) a heading which refers to either:
    - (i) *Marco Stajic et al. v. Wayland Group Corp., et al.*, File No. CV-21-00665194-00CP;
    - (ii) *Marko Stajic v. Scott Langille, et al.*, File No. CV-22-00687490-00CP; or

- (iii) *Michaël Bordeleau-Tassile v. Canaccord Genuity Corp.*, et al., File No. CV-23-00693650-00CP;
  - (b) the objector's name, address, telephone number(s), email address(es) and, if represented by counsel, the name, address, telephone number and email address of counsel;
  - (c) a statement whether the objector intends to appear at the Settlement Approval Hearing, either in person or through counsel;
  - (d) a declaration that the objector considers himself/herself to be included in the Class;
  - (e) a statement of the objection and the grounds supporting the objection;
  - (f) copies of any papers, briefs, or other documents upon which the objection is based;
  - (g) a declaration under the penalty of perjury that the foregoing information is true and correct; and
  - (h) the objector's signature.
- (2) Unless otherwise ordered by the Court, any Class Member who files and serves a written objection, as described above, may appear at the Settlement Approval Hearing, either in person or through counsel hired at the said Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Settlement. Unless otherwise authorized by the Court, any Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he, she or it may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in the Actions.

## **SECTION 9 – CERTIFICATION AND LEAVE TO PROCEED FOR SETTLEMENT ONLY**

### **9.1 Consent to Certification and Leave to Proceed**

- (1) The Settling Defendants will consent to certification of the Actions as class proceedings pursuant to the CPA, solely for the purpose of effecting this Agreement.
- (2) Wayland and the Individual Settling Defendants shall consent to leave to proceed under section 138.8(1) of the *Securities Act* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories) to commence the Wayland Action and Stajic Action under section 138.3 of the *Securities Act* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories), solely for the purpose of effecting the proposed settlement.
- (3) The Parties agree that the only common issue that the Plaintiffs will seek to define is the Common Issue and the only class that they will assert is the Class.

### **9.2 Certification and Leave to Proceed Without Prejudice**

- (1) The Parties agree that certification of the Actions as class proceedings in accordance with section 9.1 hereof and leave to proceed under section 138.3 of the *Securities Act* or equivalent securities legislation to commence the Wayland Action and the Stajic Action are for the sole purpose of effecting the Settlement. In the event that this Agreement is terminated as provided herein or this Agreement is not approved by the Court, the First Order shall be vacated or set aside as set out herein, and shall be without prejudice to any position that any of the Parties may later take on any issue in the Actions including a subsequent motion for certification and/or leave to proceed under section 138.3 of the *Securities Act* or equivalent securities legislation. In particular, the fact of the Settling Defendants' consent to certification and leave to proceed for settlement purposes shall not be referenced in any way in the further prosecution of the Actions, nor shall such consent be deemed to be an admission by the Settling Defendants that the Plaintiffs have met any of the

requisite criteria for certification of the Actions as a class proceeding or leave to proceed under section 138.3 of the *Securities Act* or equivalent securities legislation.

## **SECTION 10– OPTING OUT**

### **10.1 Awareness of any Potential Opt-Outs**

- (1) The Plaintiffs and Class Counsel represent and warrant that:
  - (a) they are unaware of any Class Member who has expressed an intention to Opt-Out of the Class;
  - (b) they have not, and shall not, encourage, nor represent, nor assist, any Class Member to Opt-Out of the Actions; and
  - (c) shall certify to the Settling Defendants, at or immediately prior to the Settlement Approval Hearing, that they have not encouraged or assisted any Class Member to Opt-Out.

### **10.2 Opt-Out Procedure**

- (1) Each Class Member who wishes to exclude himself, herself or itself from the Class must submit a properly completed Opt-Out Form along with all required supporting documents to Class Counsel by the Opt-Out Deadline.
- (2) In order to remedy any deficiency in the completion of the Opt-Out Form, Class Counsel may require and request that additional information be submitted by a Class Member who submits an Opt-Out Form.
- (3) If a Class Member fails to submit a properly completed Opt-Out Form and/or all required supporting documents to the Administrator or fails to remedy any deficiency by the Opt-Out Deadline, the Class Member shall be deemed not to have opted out of the Actions, subject to any order of the Court to the contrary, and will in all other respects be subject to, and bound by, the provisions of this Agreement and the Settlement Term Sheet and the releases contained herein.

- (4) An Opt-Out Form shall be deemed not to have been submitted until it is actually received by Class Counsel.
- (5) The Opt-Out Deadline will not be extended unless the Court orders otherwise.
- (6) Opt-Out Parties will be excluded from any and all rights and obligations arising from the Settlement. Class Members who do not opt out shall be bound by the Settlement and the terms of this Agreement regardless of whether the Class Member files a Claim Form or receives compensation from the Settlement.

### **10.3 Notification of Number of Opt-Outs**

- (1) Within ten (10) business days after the Opt-Out Deadline, Class Counsel shall report to Counsel for the Settling Defendants the number of Opt-Outs received by Opt-Out Parties, the number of Wayland Shares held by each Opt-Out Party, a summary of the information delivered by each Opt-Out Party, and the total number of Wayland Shares held by the Opt-Out Parties.
- (2) Class Counsel shall also provide to the Settling Defendants copies of all of the Opt-Out Forms and all supporting documents submitted by Opt-Out Parties at the same time as the report in section 10.3(1).

### **10.4 Undertaking Not to Assist**

- (1) Class Counsel and their respective staff shall not encourage, nor represent, nor assist any Opt-Outs or prospective or potential Opt-Outs in any way, except to provide the Opt-Out form(s) for any individual who requests it and to answer their questions about the form(s).

## **SECTION 11– TERMINATION OF THE AGREEMENT**

### **11.1 General**

- (1) This Agreement and the Settlement Term Sheet shall, without notice, be automatically terminated if:

- (a) there is a mutual written agreement of the Parties to terminate this Agreement;
  - (b) an order substantially in the form of the First Notice Order satisfactory to the Settling Defendants is not granted by the Court;
  - (c) an order substantially in the form of the Settlement Approval Order satisfactory to the Settling Defendants is not granted by the Court; or
  - (d) the First Notice Order or the Settlement Approval Order is reversed on appeal and the reversal becomes a Final Order.
- (2) This Agreement shall be terminated if the Settling Defendants elect to terminate the Agreement in accordance with section 11.2(1), upon delivery to Class Counsel of the notice of election to terminate contemplated by that section.
- (3) The Release, as well as the dismissals contemplated in this Agreement are material terms of this Agreement and the failure of the Court to approve the Release and dismissals contemplated herein shall give rise to a right of termination for the Settling Defendants.
- (4) In the event this Agreement is terminated or set aside in accordance with its terms:
- (a) the Parties will be restored to their respective positions prior to the execution of this Agreement and the Settlement Term Sheet;
  - (b) the Plaintiffs and the Settling Defendants will consent to an order vacating or setting aside any order certifying this Actions as class proceedings and/or granting leave to proceed under section 138.3 of the *Securities Act* or equivalent securities legislation for the purposes of implementing this Agreement and such order shall include a declaration that the prior consent certification and leave to proceed of these Actions for settlement purposes shall not be deemed to be an admission by the Settling Defendants that any or all the Actions met any of the criteria for certification as a class action or leave to proceed under section 138.3 of the *Securities Act* or equivalent securities legislation, and that no Party to these Actions and no other person

may rely upon the fact of the prior consent certification and leave order for any purpose whatsoever;

- (c) the Settlement Amount, if paid, will be returned to the Settling Defendants (as necessary, by order of the Court);
  - (d) this Agreement will have no further force and effect and no effect on the rights of the Parties except as specifically provided for herein;
  - (e) all statutes of limitations applicable to the claims asserted in the Actions shall be deemed to have been tolled during the period beginning with the execution of this Agreement and ending with the day on which the order(s) effecting the termination or setting aside of this Agreement are entered;
  - (f) this Agreement and the consent certification order will not be introduced into evidence or otherwise referred to in any litigation against the Settling Defendants.
- (5) Notwithstanding the provisions of section 11.1(4)(d), if this Agreement is terminated the provisions of this section 11 and sections 4.1(2), 4.1(3), 4.3(2), 4.3(3), 6(4), 7.1(1), 7.2(1), 7.3(1), 8(1), 9.2(1), and the provisions of section 19 shall survive termination and shall continue in full force and effect.
- (6) In the event an appeal is filed from the First Notice Order or the Settlement Approval Order, or any other appellate review is sought prior to the Effective Date, administration of this Agreement shall be stayed pending final resolution of the appeal or other appellate review until the Parties agree otherwise.

## **11.2 Effect of Exceeding the Opt-Out Threshold, Conditions Precedent, and Right to Terminate**

- (1) Notwithstanding any other provision in this Agreement and the Settlement Term Sheet, the Settling Defendants shall have the right, in their sole discretion, to elect to terminate the Settlement if the number of Opt-Outs, and/or the cumulative number of Wayland shares held by the Opt-Outs, exceeds the Opt-Out Threshold, provided that notice of the election to terminate is provided to Class Counsel within

fifteen (15) days of Class Counsel notifying the Settling Defendants of the number of Opt-Out Parties pursuant to section 10.3(1), after which date its right to terminate the Agreement will have expired.

- (2) If the Settlement is so terminated, this Agreement and the Settlement Term Sheet shall have no further force and effect.
- (3) If the Opt-Out Threshold is not exceeded, the Settling Defendants' right to terminate this Agreement and the Settlement Term Sheet pursuant to the provisions of this section and the Settlement Term Sheet is inoperative and of no force and effect.
- (4) The Opt-Out Threshold shall be stated in a letter agreement to be signed contemporaneously with the execution of this Agreement. The Opt-Out Threshold shall be kept confidential by the Parties and their counsel, and may be shown to the Court solely for the purposes of the Settlement Approval Hearing but shall not be otherwise disclosed by the Parties and their counsel, unless disclosure is ordered by the Court or the Settling Defendants provide prior written consent to disclosure.

### **11.3 Disputes Relating to Termination**

- (1) If there is any dispute about whether the Opt-Out Threshold has been exceeded and/or the termination of this Agreement, the Court shall determine any dispute by motion made by a Party on notice to the other Parties.

### **11.4 No Right to Terminate**

- (1) For greater certainty, no dispute or disagreement among the Plaintiffs and/or members of the Class or any of them about the proposed distribution of the Settlement Amount or the Plan of Allocation shall give rise to a right to terminate this Agreement.

## **SECTION 12 – DECLARATION SETTLEMENT AGREEMENT**

### **12.1 Effective Date**

- (1) The Settlement shall be considered final on the Effective Date.

## **SECTION 13– RELEASE AND WAIVER**

### **13.1 Release of Releasees**

- (1) As of the Effective Date, the Releasers forever and absolutely release, waive and forever discharge the Releasees from the Released Claims.
- (2) The Releasers acknowledge that they are aware that they or their lawyers may hereafter discover claims or facts relevant to the Actions in addition to, or different from, those facts which they know or believe to exist with respect to the Actions or Released Claims and the subject matter of this Agreement, and that it is their intention to fully, finally, and forever, settle and release all of the Released Claims, known or unknown, suspected or unsuspected, which they have against the Settling Defendants. In furtherance of such intention, this release and, subject to the provisions of section 10, this Agreement, shall be and remain in effect as a full and complete general release of the Released Claims notwithstanding the discovery or existence of any such additional or different claims or facts. As of the Effective Date: (i) the Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members; (ii) the Releasees shall not be subject to liability or expense of any kind other than obligations under this Agreement to any Settlement Class Members; and (iii) Settlement Class Members and the Plaintiffs shall be permanently barred and enjoined from initiating, asserting, or prosecuting any Released Claim against the Releasees in any court or tribunal.

### **13.2 Ownership of Released Claims**

- (1) The Plaintiffs and Settlement Class Members represent and warrant that they are the sole and exclusive owners of any and all Claims that they personally are releasing under this Agreement. The Plaintiffs and Settlement Class Members further acknowledge and represent that they have not assigned, pledged, or in any

manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Released Claims, including without limitation, any claim for benefits, proceeds, or value under the Actions, and the Plaintiffs and Settlement Class Members are not aware of anyone other than themselves claiming any interest, in whole or in part, in any benefits, proceeds, or values to which they may be entitled as a result of the Released Claims.

### **13.3 Basis for Entering Release**

- (1) Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to recommend the approval of this Agreement to the Court and that Class Counsel execute this Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Releasees or any person or entity representing the Releasees, other than as set out in this Agreement. The Plaintiffs agree and specifically represent and warrant that they have discussed with Class Counsel the terms of this Agreement and have received independent legal advice with respect to the advisability of entering into this Agreement and releasing the Releasees of the Released Claims. The representations and warranties made throughout this Agreement and shall be binding upon the respective heirs, representatives, successors, and assigns of the Parties.

### **13.4 No Further Claims**

- (1) As of the Effective Date, the Releasors and Class Counsel shall not now or hereafter institute, continue, maintain, assert, assist with or cooperate in, either directly or indirectly, whether in Ontario 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 of the Releasees or any other person who may claim contribution or indemnity from any of the Releasees in respect of any Released Claim or any matter related thereto.

- (2) Should any such claim be commenced between the date of this Agreement and the Effective Date, the Plaintiffs and Class Counsel shall support a motion by the Settling Defendants to dismiss or permanently stay such proceedings.

#### **SECTION 14– BAR TERM**

- (1) The Plaintiffs shall obtain a bar term as part of the Settlement Approval Order from the Court providing for the following:
  - (a) Any and all claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes, fees and costs, relating to the Released Claims, which were or could have been brought in the Actions or otherwise by Ward or any other Person against any of the Releasee are barred, prohibited and enjoined.
- (2) The Settling Defendants shall have the right to terminate this Agreement if the Court refuses to grant such a bar term.

#### **SECTION 15 – DISMISSALS AND RELATED MATTERS**

##### **15.1 Dismissal of Stajic Action and Bordeleau-Tassile Action**

- (1) If the Settlement Approval Order is granted by the Court, the Stajic Action and Bordeleau-Tassile Action shall be dismissed by the Plaintiffs on a without costs, with prejudice basis. The Wayland Action shall be dismissed against Wayland on a without costs and with prejudice basis and permitted to proceed solely as against Ward.

##### **15.2 Amendment of Wayland Action**

- (1) The Plaintiffs in the Wayland Action warrant that, at the time of executing this Agreement, they have issued a third fresh as amended statement of claim in the Wayland Action in the form agreed to by counsel for the parties on September 19, 2025.

- (2) The Plaintiffs and Class Counsel represent and agree that they shall not seek to further amend the Wayland Action following the granting of the Settlement Approval Order to add new allegations or causes of action against or referring to any of the Releasees.
- (3) For greater certainty, the Plaintiffs may, if deemed necessary by Class Counsel, seek to amend the Wayland Action or issue new actions in other courts, jurisdictions, and countries following the granting of the Settlement Approval Order, solely to add a member of Ward's family or an entity in which Ward has a financial interest for the purpose of tracing Ward's assets.

### **15.3 No Obstruction**

- (1) The Settling Defendants agree not to unreasonably hinder or obstruct the Plaintiffs' efforts to pursue recovery from Ward in the Wayland Action.

### **15.4 Dismissal of Canaccord Actions**

- (1) The Underwriters agree to consent to an Order dismissing each of the Canaccord Actions with prejudice and without costs, concurrent with and contingent upon the issuance and then finality of the Settlement Approval Order.

### **15.5 No Claims in the Interim**

- (1) As of the date of this Agreement, Class Counsel do not represent Plaintiffs in any other proceeding related to any matter at issue in this Actions with the exception of *Stajic et. al. v. Mariana Bracic*, bearing Court File No. CV-24-00717509-00CP.

### **15.6 Osler Disqualification Motion**

- (1) The Plaintiffs represent and warrant that the Plaintiffs have abandoned their motion to disqualify Osler, Hoskin & Harcourt LLP as counsel to the Individual Settling Defendants in the Stajic Action with prejudice and without costs.

### **15.7 No Costs to Be Sought Against GCNA**

- (1) The Plaintiffs represent and agree that they shall not seek costs from GCNA, a non-party to the Actions, in respect of GCNA's two successive motions to appoint the Litigation Guardian.

### **15.8 Abandonment of Other Motions**

- (1) The Plaintiffs represent and warrant that they have abandoned, without costs, each of their outstanding motions in each of the Actions — including, for greater certainty, the Rule 60.11 (contempt) motion against MNP in respect of the MNP Production Order and any motion(s) brought under Rule 30.10 of the Ontario *Rules of Civil Procedure*, RRO 1990, Reg 194, including the Rule 30.10 motion against John FitzGerald.
- (2) The Plaintiffs represent and agree not to bring any motion(s) under Rule 30.10 at any time against any of the Releasees.

## **SECTION 16– ADMINISTRATION AND IMPLEMENTATION**

### **16.1 Class Counsel to Act as the Administrator**

- (1) As part of the First Order, the Plaintiffs shall seek to appoint Class Counsel to serve as the Administrator until such time as the Escrow Settlement Amount is distributed in accordance with the Plan of Allocation, and to implement the Agreement and the Plan of Allocation, on the terms and conditions and with the powers, rights, duties and responsibilities set out in this Agreement and in the Plan of Allocation.
- (2) Notwithstanding section 15.1(1), if a third-party claims administrator is appointed by the Court, that claims administrator will implement the Agreement and the Plan of Allocation on the terms and conditions and with the powers, rights, duties and responsibilities set out in this Agreement and in the Plan of Allocation.
- (3) If the Agreement is terminated, the Administrator's fees, disbursements and taxes will be approved by the Court.

- (4) If the approval of the Settlement becomes final as contemplated herein, the Court will approve the Administrator's compensation and payment schedule.

## **16.2 Appointment of Referee**

- (1) The Court shall appoint the Referee with the powers, duties and responsibilities set out in the Agreement and the Plan of Allocation.
- (2) The fees, disbursements and taxes of the Referee will be approved by the Court. When directed by the Court, the Administrator shall pay the Referee from the Escrow Settlement Amount.

## **16.3 Claims Process**

- (1) In order to seek payment from the Settlement Amount, a Class Member must submit a completed Claim Form to the Administrator, in accordance with the provisions of the Plan of Allocation, on or before the Claims Bar Deadline. Class Members shall be bound by the terms of the Settlement regardless of whether they submitted a completed Claim Form or receive payment from the Settlement Amount. The Claim Form shall be deemed to have been submitted when actually received by the Administrator.
- (2) In order to remedy any deficiency in the completion of a Claim Form, the Administrator may require and request that additional information be submitted by a Class Member who submits a Claim Form. Such Class Members shall have until the later of thirty (30) days from the date of the request from the Administrator or the Claims Bar Deadline to rectify the deficiency. Any person who does not respond to such a request for information within this period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the Court to the contrary, but will in all other respects be subject to, and bound by, the provisions of this Agreement and the releases contained herein.

## **16.4 Disputes Concerning the Decisions of the Administrator**

- (1) In the event that a Class Member disputes the Administrator's decision, whether in whole or in part, the Class Member may appeal the decision to the Referee in

accordance with the provisions in the Plan of Allocation. The decision of the Referee will be final with no right of appeal.

- (2) No action shall lie against Class Counsel or the Administrator for any decision made in the administration of this Agreement and Plan of Allocation without an order from the Court authorizing such an action.

## **16.5 Conclusion of Administration**

- (1) Following the Claims Bar Deadline, and in accordance with the terms of this Agreement, the Plan of Allocation, and such further approval or order of the Court as may be necessary, or as circumstances may require, the Administrator shall distribute the Escrow Settlement Amount to Authorized Claimants.
- (2) No claims or appeals shall lie against Class Counsel or the Administrator based on distributions made substantially in accordance with this Agreement, the Plan of Allocation, or with any other order or judgment of the Court.
- (3) If, seven (7) months from the date of the last distribution of the Net Settlement Amount to Authorized Claimants, there is any amount remaining in the Escrow Account, the outstanding balance shall be donated to a charity or non-profit organization to be selected by the Plaintiffs and approved by the Court.
- (4) Upon the conclusion of the administration, and before distribution of the Escrow Settlement Amount to the Authorized Claimants, or at such other time as the Court directs, the Administrator shall report to the Court on the administration and shall account for all monies it has received, administered, disbursed and proposes to distribute in accordance with this Agreement and the Plan of Allocation, and may obtain an order from the Court discharging it as Administrator.

## **SECTION 17 – THE FEE ARRANGEMENT AND CLASS COUNSEL FEES**

### **17.1 Motion for Approval of Class Counsel Fees**

- (1) At or concurrent with the Settlement Approval Hearing, Class Counsel may seek the approval of Class Counsel Fees. All amounts awarded on account of Class Counsel Fees shall be paid from the Escrow Settlement Amount.
- (2) The Settling Defendants will not take any position or make any submissions to the Court concerning Class Counsel Fees, except as requested, directed and/or required by the Court.
- (3) The procedure for, and the allowance or disallowance by the Court of any requests for Class Counsel Fees to be paid out of the Escrow Settlement Amount are not part of the Settlement provided for herein, except as expressly provided herein, and are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement provided for herein.
- (4) Any order or proceeding relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement or affect or delay the finality of the Settlement Approval Order and the Settlement of the Actions provided for herein.

### **17.2 Payment of Class Counsel Fees**

- (1) Forthwith after the Effective Date and approval by the Court of Class Counsel Fees, the Administrator shall pay to Class Counsel in trust the Class Counsel Fees approved by the Court from the Escrow Settlement Account.

## **SECTION 18–DOCUMENTARY ISSUES**

### **18.1 List of Document Recipients**

- (1) Class Counsel represents and warrants that it has provided a list of all Document Recipients to counsel to the Litigation Guardian and to the Individual Settling Defendants as required under the terms of the Settlement Term Sheet.

## **18.2 Destruction of Privileged MNP Documents**

- (1) Counsel for the Individual Settling Defendants shall provide a list of the Privileged MNP Documents to Class Counsel within five (5) business days of execution of this Agreement.
- (2) Subject to section 18.2(3) below regarding any objections requiring the Court to resolve claims of privilege, Class Counsel shall within five (5) business days after receiving the list of Privileged MNP Documents provide a sworn statement to the Litigation Guardian and counsel for the Individual Settling Defendants that (i) Class Counsel has permanently destroyed the Privileged MNP Documents, and (ii) Class Counsel has instructed the Plaintiffs and all other Document Recipients to permanently destroy the Privileged MNP Documents. In addition, and within the same timeframe as above, Class Counsel's IT advisor shall also provide a sworn statement to the Litigation Guardian and counsel for the Individual Settling Defendants that it has permanently destroyed the Privileged MNP Documents from any and all databases maintained by Class Counsel. Class Counsel undertakes not to access or review any of the Privileged MNP Documents in making its determination as to whether to object to the privilege claims being asserted by the Litigation Guardian and/or the Individual Settling Defendants and agrees to rely only on the list of Privileged MNP Documents delivered to Class Counsel in making such determinations.
- (3) Any objections to privilege shall be resolved by the Court at a motion to be heard before the Settlement Approval Hearing. For certainty, in the event that Class Counsel objects to a privilege claim that has been asserted over any particular Privileged MNP Document, Class Counsel shall still be required to permanently destroy all other Privileged MNP Documents over which there is no objection within five (5) business days of receiving the list of Privileged MNP Documents.

## **18.3 Additional MNP Documents**

- (1) Subject to section 18.2 above, the Individual Settling Defendants and the Litigation Guardian shall not take any position with respect to the Plaintiffs' efforts to obtain

the Additional MNP Documents from MNP on the condition that, if any such Additional MNP Documents are to be produced, they are first produced by MNP to counsel for the Litigation Guardian and counsel for the Individual Settling Defendants to permit them to conduct a privilege and relevance review. Within sixty (60) days of receipt of any such Additional MNP Documents, counsel for the Litigation Guardian and/or counsel for the Individual Settling Defendants shall remove any documents which do not relate to Ward and/or over which their clients have asserted a claim of privilege by Wayland and/or by the Individual Settling Defendants and shall maintain a log of any such documents removed. Counsel to the Litigation Guardian shall then provide to Class Counsel (i) the subset of Additional MNP Documents which are relevant to Ward and not privileged; and (ii) the log of any such removed documents in the same format as required brought under Rule 30.03(2)(b) of the Ontario Rules of Civil Procedure, RRO 1990, Reg 194.

- (2) The Parties agree that the Settlement Approval Order shall include the following provision: “The Litigation Guardian and the Individual Settling Defendants and their respective counsel shall not incur liability or obligation to any Person as a result of their review of the Wayland Documents, the MNP Documents or the Additional MNP Documents, and the Plaintiffs and Class Counsel agree not to commence or continue any proceeding or process in any court or tribunal in connection with the carrying out of such review.”

#### **18.4 Destruction of Wayland Documents**

- (1) Counsel for the Individual Settling Defendants shall provide a list of the Privileged Wayland Documents to Class Counsel within fifteen (15) business days of signing of this Agreement.
- (2) Subject to section 18.4(3) below regarding any objections requiring the Court to resolve claims of privilege, Class Counsel shall within five (5) business days after receiving the Privileged Wayland Documents provide a sworn statement to the Settling Defendants that (i) Class Counsel has permanently destroyed all of the Privileged Wayland Documents identified on such list; and (ii) Class Counsel has

instructed the Plaintiffs and all other Document Recipients to permanently destroy all of the Wayland Documents. In addition, and within the same timeframe as above, Class Counsel's IT employee/advisor shall also provide a sworn statement to the Litigation Guardian and counsel for the Individual Settling Defendants that it has permanently destroyed the Privileged Wayland Documents from any and all databases maintained by Class Counsel. The Settling Defendants shall be entitled to request confirmation from the other Document Recipients that they have received such instruction from Class Counsel and have destroyed the Wayland Documents. Class Counsel undertakes not to review any of the Privileged Wayland Documents that may currently be in their possession in making any determinations as to whether to object to the privilege claims being asserted by the Litigation Guardian and/or the Individual Settling Defendants and will rely only on the list of Privileged Wayland Documents delivered to Class Counsel in making such determinations.

- (3) Any objections to privilege shall be resolved by the Court at a motion to be heard before the Settlement Approval Hearing. For certainty, if Class Counsel objects to a privilege claim that has been asserted over any particular Privileged Wayland Document, Class Counsel shall still be required to permanently destroy all other Privileged Wayland Documents over which there is no objection within five (5) business days of receiving the list of Privileged Wayland Documents.

## **18.5 Underwriter Obligations**

- (1) The Underwriters agree that they shall destroy the Wayland Documents and the MNP Documents. The protections granted to the Underwriters in paragraphs 3 and 8 of the Wayland Production Order will continue to apply to the Underwriters.
- (2) The Underwriters agree that they shall produce to the Parties a copy of the October 31, 2018 Distribution List for Maricann.

## **SECTION 19 – MISCELLANEOUS**

### **19.1 Motions for Directions**

- (1) Any one or more of the Parties, Class Counsel, or the Administrator may apply to the Court for directions in respect of any matter in relation to the Agreement and Plan of Allocation.
- (2) All motions contemplated by the Agreement shall be on notice to the Parties.

### **19.2 Defendants Have No Responsibility of Liability for Administration**

- (1) Except for the obligation to pay the Settlement Amount, neither the Settling Defendants nor any of the other Releasees have any responsibility for, and neither the Settling Defendants nor any of the other Releasees have any liability whatsoever with respect to, the administration or implementation of the Agreement and Plan of Allocation, including, without limitation, the processing and payment of claims by the Administrator and the Administrator shall indemnify the Settling Defendants and the other Releasees against any liability, costs or expenses resulting from the Administrator's reckless or intentional misconduct.

### **19.3 Headings, etc.**

- (1) In the Agreement:
  - (a) the division of the Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement;
  - (b) the terms “the Agreement”, “this Agreement”, “herein”, “hereto” and similar expressions refer to this Agreement and not to any particular section or other portion of the Agreement; and
  - (c) all monetary amounts referred to are in lawful money of Canada.
- (2) In the computation of time in this Agreement, except where a contrary intention appears:

- (a) where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

#### **19.4 Governing Law**

- (1) The Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.
- (2) The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Actions, the Parties and Class Members to interpret and enforce the terms, conditions and obligations under this Agreement and the Settlement Approval Order.

#### **19.5 Severability**

- (1) Any provision hereof that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be severable from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

#### **19.6 Entire Agreement**

- (1) This Agreement and the Settlement Term Sheet constitute the entire agreement among the Parties with respect to its subject matter and supersede all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle, memoranda of understanding or undertakings (written or oral) in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Agreement and the Settlement Term Sheet, unless expressly incorporated herein. This Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Court.

### **19.7 Binding Effect**

- (1) If the Settlement is approved by the Court and becomes final as contemplated in section 12.1(1), this Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Settling Defendants, Class Counsel, the Releasees, the Releasers, and all of their respective heirs, executors, predecessors, successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasers and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

### **19.8 Negotiated Agreement and Independent Legal Advice**

- (1) This Agreement and the underlying settlement have been the subject of arm's-length negotiations among the undersigned and counsel. Each of the undersigned 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 drafters of this Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Agreement.
- (2) The Plaintiffs and the Individual Settling Defendants warrant that they each have obtained independent legal advice before entering into this Agreement as to whether the proposed settlement, on the terms set out in this Settlement Term Sheet, is fair and reasonable.
- (3) The Plaintiffs and the Individual Settling Defendants represent and agree that they shall each obtain an affidavit from their respective independent legal counsel affirming that independent legal advice was sought and given and shall include such affidavits in the motion record(s) to be filed for the Settlement Approval Hearing.

### **19.9 No Deemed Drafters**

- (1) None of the Settlement Class, the Plaintiffs or the Settling Defendants shall be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against the drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arms' length negotiations.

### **19.10 Waiver**

- (1) The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

### **19.11 Recitals, etc.**

- (1) The recitals to this Agreement are true, constitute material and integral parts hereof and are fully incorporated into, and form part of, this Agreement.
- (2) The schedules to this Agreement are:
  - (a) Schedule "A", the First Notice Order;
  - (b) Schedule "B", the First Notice;
  - (c) Schedule "C", the Notice Plan;
  - (d) Schedule "D", the Opt-Out Form;
  - (e) Schedule "E", the Settlement Approval Order;
  - (f) Schedule "F", the Second Notice.

### **19.12 Acknowledgements**

- (1) Each Party hereby affirms and acknowledges that:
  - (a) its signatory has the authority to bind the Party for which it is signing with respect to the matters set forth herein and has reviewed this Agreement;
  - (b) the terms of this Agreement and the effects thereof have been fully explained to it by his, her or its counsel;

- (c) he, she or its representative fully understands each term of this Agreement and its effect.

### **19.13 Survival**

- (1) The representations and warranties contained in this Agreement shall survive its execution and implementation.

### **19.14 Non-Assignment**

- (1) None of the Parties may assign its rights or obligations under this Agreement without the prior written consent of the other Parties.

### **19.15 Computation of Time**

- (1) All time periods in this Agreement shall be computed in calendar days unless expressly provided otherwise. Unless otherwise provided in this Agreement, in computing any period of time in this Agreement or by order of a Court, the day of the act or event shall not be included, and the last day of the period shall be included, unless it is a Saturday, a Sunday, or a Canadian statutory holiday, or, when the act to be done is a court filing, a day on which the court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days.

### **19.16 Counterparts**

- (1) This Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and an electronic signature shall be deemed an original signature for purposes of executing this Agreement.

### **19.17 Subsections**

- (1) The division of this Agreement into sections and the insertion of topic and section headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

### **19.18 Authorized Signatures**

- (1) The Parties agree that the Litigation Guardian is authorized and permitted to enter into this Agreement on behalf of Wayland.
- (2) Class Counsel represents that (i) Class Counsel is authorized and permitted to enter into this Agreement on behalf of all of the Plaintiffs in the Actions; and (ii) Class Counsel is seeking to protect and advance the interests of the Settlement Class by entering into and giving effect to this Agreement.
- (3) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Party for whom he or she is signing.

### **19.19 Confidentiality and Communications**

- (1) The Parties and Class Counsel agree and undertake that they will not disclose, comment on or in any other way publicize the fact or terms of the Settlement, or invite, encourage or assist media comment on or interest in the Settlement, other than in accordance with this section, and the Parties and Class Counsel warrant that they have put the necessary procedures and precautions in place to ensure compliance with this section.
- (2) In any public discussion of, comment on, press release or communication of any kind about this Agreement and the Plan of Allocation, the Parties and Class Counsel agree and undertake to describe the Settlement as fair, reasonable and in the best interests of the Class, and to refrain from:
  - (a) contradicting this Agreement, including the Recitals, or making statements which are inconsistent with the terms thereof; or
  - (b) disparaging the other Parties or their counsel.
- (3) Class Counsel agree and undertake that they will only disclose, comment on or publicize the fact or terms of the Settlement or communicate with the media about the Settlement in a manner consistent with their obligations under this section by:

- (a) posting the First Notice, Second Notice, Judgment, this Agreement and Plan of Allocation on various websites;
  - (b) causing the First Notice and Second Notice to be published; and
  - (c) discussing and communicating with Class Members.
- (4) The Plaintiffs agree and undertake that they will only disclose or comment on the fact or terms of the Settlement in discussions or other communications with Class Counsel and/or with other Class Members.
- (5) Nothing in this section shall prevent the Parties or their counsel, or any of them, from reporting to their clients, from complying with any order of the Court, or from making any disclosure or comment required by this Agreement, or from making any necessary disclosure or comment for the purposes of any applicable securities or tax legislation or from making any disclosure or comment to Class Members or the Court for the purposes of any proceedings as between the Settling Defendants.
- (6) Without limiting the generality of the foregoing, the Parties specifically agree that the Parties will not make any public statements, comment or any communication of any kind about any negotiations or information exchanged as part of the settlement process. In addition, to the extent that there is public discussion of, comment on or communication of any kind about this Agreement, the Parties and their counsel agree and undertake to make no statement or comment that the Agreement is other than fair, reasonable and in the best interests of the Class.

#### **19.20 Notice**

- (1) Any notice, instruction, motion for Court approval or motion for directions or Court orders sought in connection with this Agreement or any other report or document to be given by any party to any other party shall be in writing and delivered personally, by e-mail, or sent by next-day express delivery courier service, as follows:

<p><b>For the Plaintiffs and Class Counsel:</b></p> <p><b>BERGER MONTAGUE (CANADA) PC</b> 330 Bay St. #505 Toronto, ON M5H 2S8</p> <p><b>Andrew Morganti</b> Email: <a href="mailto:amorganti@bergermontague.com">amorganti@bergermontague.com</a> Tel: 647.576.7840</p> <p><b>Albert Pelletier</b> Email: <a href="mailto:apelletier@bergermontague.com">apelletier@bergermontague.com</a> Tel: 647.576.7840</p>	<p><b>For the Individual Settling Defendants (Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, and Michael Stein)</b></p> <p><b>OSLER, HOSKIN &amp; HARCOURT LLP</b> 1 First Canadian Place Toronto ON M5X 1B8</p> <p><b>Lawrence E. Ritchie</b> Email: <a href="mailto:lritchie@osler.com">lritchie@osler.com</a> Tel: 416.862.6608</p> <p><b>Shawn Irving</b> Email: <a href="mailto:sirving@osler.com">sirving@osler.com</a> Tel: 416.862.4733</p>
<p><b>For the Underwriters (Canaccord Genuity Corp., RF Securities Clearing LP)</b></p> <p><b>TORYS LLP</b> 79 Wellington St W #3300 Toronto, ON M5K 1N2</p> <p><b>John Fabello</b> Email: <a href="mailto:jfabello@torys.com">jfabello@torys.com</a> Tel: 416.865.8228</p> <p><b>Gillian Dingle</b> Email: <a href="mailto:gdingle@torys.com">gdingle@torys.com</a> Tel: 416.865.8229</p>	<p><b>For the Litigation Guardian to Wayland Group Corp.</b></p> <p><b>MCCARTHY TÉTRAULT LLP</b> 66 Wellington St W Suite 5300 Toronto, ON M5K 1E6</p> <p><b>Dana Peebles</b> Email: <a href="mailto:dpeebles@mccarthy.ca">dpeebles@mccarthy.ca</a> Tel: 416.601.7839</p>

*[Remainder of Page Intentionally Left Blank]*

**19.21 Date of Execution**

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



---

Name: Lawrence E. Ritchie/Shawn  
Irving  
Osler, Hoskin & Harcourt LLP  
*Counsel for Scott Langille, Gerhard  
Müller, Paul Pathak, Michael Stein, and  
Eric Silver*

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Name: Dana Peebles  
McCarthy Tétrault LLP  
*Counsel for Glen Smith, Litigation  
Guardian to Wayland Group Corp.*

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Name: John Fabello/Gillian Dingle  
Torys LLP  
*Counsel for Canaccord Genuity Corp.,  
RF Securities Clearing LP*

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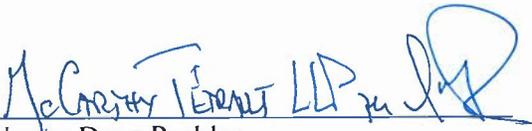
Name: Andrew Morganti  
Berger Montague (Canada) PC  
*Counsel for the plaintiffs in the Stajic  
Action, Wayland Action, and Bordeleau-  
Tassile Action*

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Müller, Paul Pathak, Michael Stein, and  
Eric Silver*



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Name: Dana Peebles  
McCarthy Tétrault LLP  
*Counsel for Glen Smith, Litigation  
Guardian to Wayland Group Corp.*

---

Name: John Fabello/Gillian Dingle  
Torys LLP  
*Counsel for Canaccord Genuity Corp.,  
RF Securities Clearing LP*

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McCarthy Tétrault LLP  
*Counsel for Glen Smith, Litigation  
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Torys LLP  
*Counsel for Canaccord Genuity Corp.,  
RF Securities Clearing LP*

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*Counsel for Glen Smith, Litigation  
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Torys LLP  
*Counsel for Canaccord Genuity Corp.,  
RF Securities Clearing LP*



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Name: Andrew Morganti  
Berger Montague (Canada) PC  
*Counsel for the plaintiffs in the Stajic  
Action, Wayland Action, and Bordeleau-  
Tassile Action*



CV-22-00687490-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MARKO STAJIC

Plaintiff

- and -

SCOTT LANGILLE, GERHARD MÜLLER, PAUL PATHAK,  
ERIC SILVER, MICHAEL STEIN, and JOHN DOES 1-3

Defendants

Proceeding under the *Class Proceedings Act, 1992*

---

CV-23-00693650-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MICHAËL BORDELEAU-TASSILE

Plaintiff

- and -

CANACCORD GENUITY CORP., and GMP SECURITIES L.P.,  
~~and VIII CAPITAL CORPORATION~~

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION**, made jointly by the Plaintiffs in the actions bearing Court File No. CV-21-00665194-00CP (the “**Wayland Action**”), Court File No. CV-22-00687490-00CP (the “**Stajic Action**”), and Court File No. CV-23-00693650-00CP (the “**Bordeleau-Tassile Action**”, and together with the Wayland Action and Stajic Action, the “**Actions**”) for an Order, among other things, that (i) the Actions be heard together; (ii) the Actions be certified as class proceedings, for settlement purposes only, as against Wayland Group Corp., through the Litigation Guardian (“**Wayland**”), Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, and Michael Stein (collectively, the “**Individual Settling Defendants**”), John Does 1-3, Canaccord Genuity Corp. and RF Securities Clearing LP (formerly known as GMP Securities L.P.) (together with Canaccord Genuity Corp., the “**Underwriters**”) (collectively, the “**Settling Defendants**”); (iii) the Plaintiffs in the Wayland Action and Stajic Action be granted leave to proceed under section 138.8(1) of the *Securities Act*, RSO 1990, c S.5, as amended (“**OSA**”) (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories) as against Wayland and the Individual Settling Defendants, to commence an action under section 138.3 of the *OSA*, for settlement purposes only; (iv) fixing the date of the settlement approval hearing; and (iii) approving the form, content and method of dissemination of a Notice of Settlement Approval Hearing was heard this day at the Courthouse located at 330 University Avenue.

**ON READING** the materials filed, including the Settlement Agreement dated ●, 2026 attached hereto as **Schedule “A”** (“**Settlement Agreement**”), and on hearing the submissions of counsel for the Plaintiffs, counsel for the Litigation Guardian, counsel for the Individual Settling Defendants in the Stajic Action, and counsel for the Defendants in the Bordeleau-Tassile Action;

**AND ON BEING ADVISED** that the Plaintiffs, the Litigation Guardian, and the Settling Defendants consent to this Order;

**AND ON BEING ADVISED** that attempts were made to serve Benjamin Allan Ward (“**Ward**”), who has been noted in default in the Wayland Action, with the motion materials in support of this motion and that Ward has not responded to Class Counsel’s repeated attempts to contact him;

1. **THIS COURT ORDERS** that, except as otherwise stated, the Settlement Agreement is incorporated by reference into and forms part of this Order. Capitalized terms in this Order shall have the same meaning as set forth in the Settlement Agreement.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, the orders herein shall be null and void and of no force or effect.
4. **THIS COURT ORDERS** that the Actions shall be heard together.
5. **THIS COURT ORDERS** that the Plaintiffs’ motion for orders, among other things,
  - (a) approving the Settlement Agreement;
  - (b) approving the form, method of publication and dissemination of the Notice of Settlement Approval (the “**Second Notice**”);

- (c) approving the process for receiving and evaluating the applications by Class Members for a share of, and then the distribution of, the *pro rata* shares of the Net Settlement Amount (“**Plan of Allocation**”);
- (d) dismissing the Stajic Action;
- (e) dismissing the Bordeleau-Tassile Action; and
- (f) dismissing the Wayland Action as against Wayland (but excluding Ben Ward)

will be heard on ●, 2026 beginning at ● at the courthouse located at 330 University Avenue, Toronto Ontario, or virtually.

6. **THIS COURT ORDERS** that the Actions are certified as class proceedings, for the purpose of settlement only, pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6 (“*CPA*”), sections 2 and 5, but subject to the terms of the Settlement Agreement.

7. **THIS COURT ORDERS** that the Plaintiffs in each of the Wayland Action and the Stajic Action are granted leave to proceed under section 138.8(1) of the *OSA* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories) to commence an action under section 138.3 of the *OSA* (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories).

8. **THIS COURT ORDERS** that the class certified for the purpose of settlement of the Actions is defined as (“**Settlement Class**” or “**Settlement Class Members**”):

all Persons, other than Excluded Persons, who acquired the Securities on or after December 13, 2017, and held some or all of said Securities as of the close of trading on August 2, 2019.

For the purposes of this class definition:

“**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.

“**Excluded Persons**” means each Settling Defendant, their respective family members, and any businesses in which they have a financial interest, and any investor who falls within the certified Class definition but who validly opts-out of the Actions.

“**Securities**” means the common shares, units and warrants of Wayland and Maricann, as applicable.

9. **THIS COURT ORDERS** that the following Common Issue is common to the Settlement

Class:

Did Wayland, or any of the Individual Settling Defendants or John Does 1-3, or the Underwriters, make any misrepresentation or fail to disclose a material change or material fact concerning Wayland, its operations and/or financial status, including in connection with its production facility located in Langton, Ontario and/or its Chief Executive Officer, Ben Ward, during the period of December 13, 2017 to August 2, 2019?

10. **THIS COURT ORDERS** that Marko Stajic and Kyle Yamamura are appointed as the representative plaintiffs for the Actions.

11. **THIS COURT ORDERS** that Andrew Morganti of Berger Montague Canada PC is appointed as Class Counsel for each of the Actions.

12. **THIS COURT ORDERS** that the form of Notice of Settlement Approval Hearing (the “**First Notice**”), substantially in the form attached hereto as **Schedule “B”** is approved.

13. **THIS COURT ORDERS** that the notice plan for the distribution of the First Notice and the Second Notice in these Actions (the “**Notice Plan**”) is hereby approved substantially in the

form attached hereto as **Schedule “C”**, and that all notices shall be distributed substantially in accordance with the Notice Plan.

14. **THIS COURT DECLARES** that the dissemination of the First Notice as set out in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to the Class entitled to notice, and satisfies the requirements of notice pursuant to sections 17 through 22, inclusive, of the *CPA*.

15. **THIS COURT ORDERS** that the Plaintiffs are granted leave to readjust the Notice Plan from time to time as needed or desirable to improve outreach, as provided in the Notice Plan, without further order of this Court.

16. **THIS COURT ORDERS** that Class Counsel shall post the proposed Plan of Allocation at Class counsel’s website at ● no later than 30 days prior to the hearing date set out in paragraph 5 hereof.

17. **THIS COURT ORDERS** that any putative Class Member may opt out of the Actions by submitting a valid opt-out form, a copy of which is attached hereto as **Schedule “D”**, to Class Counsel by ● (the “**Opt-Out Deadline**”). No Class Member shall be permitted to opt out of the Actions after the Opt-Out Deadline.

18. **THIS COURT ORDERS** that any Class Member who has validly opted out of the Actions is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in the Actions or the settlement, and no further opt out shall be provided.

19. **THIS COURT ORDERS** that prior to the Settlement Approval Hearing, the Plaintiffs shall serve and file with the Court a list containing the names of each person who has validly opted out of these Actions.

20. **THIS COURT ORDERS** that Class Members who wish to file with the Court an objection or comment on the settlement shall deliver a written statement to Class Counsel, at the address indicated in the First Notice, no later than 21 calendar days prior to the hearing date set out in paragraph 5 of this Order.

21. **THIS COURT ORDERS** that Class Counsel is appointed, until further order of the Court, to manage the Escrow Account in accordance with sections 4.1 and 4.2 of the Settlement Agreement.

22. **THIS COURT ORDERS** that the defendant Ward, who has been noted in default in the Wayland Action and was not entitled to notice of this motion, has nevertheless been given adequate notice of this motion through Class Counsel's attempts to contact him.

23. **THIS COURT ORDERS** that there shall be no costs of this motion.

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THE HONOURABLE JUSTICE E.M. MORGAN

**SCHEDULE “B” – FIRST NOTICE**

**NOTICE OF SETTLEMENT APPROVAL HEARING – LONG FORM**

**WAYLAND GROUP CORP., SCOTT LANGILLE, GERHARD MÜLLER, PAUL PATHAK, ERIC SILVER, MICHAEL STEIN, JOHN DOES 1-3, CANACCORD GENUITY CORP., AND RF SECURITIES CLEARING LP (FORMERLY KNOWN AS GMP SECURITIES L.P.)**

**SECURITIES CLASS ACTIONS**

**TO:** All persons and entities, other than Excluded Persons<sup>1</sup>, wherever they may reside or be domiciled, who purchased or otherwise acquired common shares, units and warrants of Wayland Group Corp. and Maricann Group Corp. on or after December 13, 2017 and held some or all of said securities as of the close of trading on August 2, 2019 (the “Class” or “Class Members”)

**READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.  
YOU MAY NEED TO TAKE PROMPT ACTION**

**PURPOSE OF THIS NOTICE**

This Notice provides Class Members with information about the proposed settlement of three shareholder class actions that were commenced in the Ontario Superior Court of Justice (the “Court”): (i) *Marco Stajic, Mordecai Bobrowsky and Kyle Yamamura v. Wayland Group Corp. and Benjamin Ward*, Court File No. CV-21-00665194-00CP (the “Wayland Action”); (ii) *Marko Stajic v. Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, Michael Stein and John Does 1-3*, Court File No. CV-22-00687490-00CP (the “Stajic Action”); and (iii) *Michaël Bordeleau-Tassile v. Canaccord Genuity Corp., and GMP Securities L.P.*, Court File No. CV-23-00693650-00CP (the “Bordeleau-Tassile Action” and collectively with the Wayland Action and the Stajic Action, the “Actions”).

This Notice also provides Class Members will information about the Settlement Approval Hearing (as defined below) and how to opt-out of the Actions or object to the proposed settlement. Information about how to submit a Claim Form to the Administrator in order to participate in the distribution of the Settlement Amount (as defined below) will be provided to Class Members in a second notice following the Settlement Approval Hearing (as defined below).

**BACKGROUND OF THE ACTIONS**

The Actions raise similar allegations and are based on the same set of alleged facts and issues relating to Wayland’s business practices and public filings and statements. The Plaintiffs allege that the Defendants made misrepresentations or failed to disclose a material change or material fact concerning Wayland, its operations and/or financial status, including in connection with its production facility located in Langton, Ontario and/or its Chief Executive Officer, Benjamin

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<sup>1</sup> “Excluded Persons” means each Settling Defendant, their respective family members, and any businesses in which they have a financial interest, and any investor who falls within the certified Class definition but who validly opts-out of the Actions.

Ward, during the period of December 13, 2017 to August 2, 2019. The Settling Defendants (as defined below) deny all such allegations. Copies of the Statements of Claims for each of the Actions, as well as other legal documents associated with the Actions, can be found at: ●.

On ●, in connection with the proposed settlement (described below), the Court ordered, among other things, that the Actions be heard together and certified as class proceedings, for settlement purposes only, and granted the Plaintiffs in the Wayland Action and Stajic Action leave to proceed under section 138.8(1) of the *Securities Act*, RSO 1990, c S.5, as amended (the “*OSA*”) or equivalent securities legislation, to commence the actions under section 138.3 of the OSA or equivalent securities legislation.

### **WHO ACTS FOR THE CLASS?**

Berger Montague (Canada) PC (“**Class Counsel**”) represents the proposed Class in all three Actions. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. You will not have to directly pay any fees or expenses to Class Counsel. However, Class Counsel will seek to have their fees and expenses paid from any money obtained for the Class.

### **PROPOSED SETTLEMENT WITH SETTLING DEFENDANTS**

The Plaintiffs in the Actions have entered into a proposed settlement with the Defendants in the Stajic Action, the Defendants in the Bordeleau-Tassile Action, and with the Defendant Wayland, through its Litigation Guardian, in the Wayland Action (together, the “**Settling Defendants**”). The proposed settlement does not include the defendant Benjamin Allan Ward (“**Ward**”). The Settlement Agreement, if approved and its conditions fulfilled, will settle, extinguish and bar all claims relating in any way to or arising out of the Actions (as against the Settling Defendants and proposed Releasees) or any allegation which could have been made in the Actions against the Settling Defendants.

The Settlement Agreement, if approved and its conditions fulfilled, provides that CAD \$8 million (the “**Settlement Amount**”) shall be paid by the Settling Defendants, or their insurers and reinsurers, into an interest bearing account for the benefit of the Class until such time that it is distributed in accordance with a Court-approved Plan of Allocation. The Settlement Amount shall be inclusive of all interest, fees, taxes and disbursements claimed by the Class, including all legal fees and disbursements paid to, incurred by and to be incurred by Class Counsel to complete the settlement. The proposed settlement shall be in full and final settlement of all claims against the Settling Defendants in the Actions. The proposed settlement with the Settling Defendants is subject to court approval, as discussed below. The Settlement Agreement may be viewed at ●.

If the proposed settlement is approved by the Court: (i) the Stajic Action and Bordeleau-Tassile Action will be dismissed entirely on a without costs and with prejudice basis; and (ii) the Wayland Action will be dismissed against Wayland on a without costs and with prejudice basis, and will continue as against the remaining defendant in the Wayland Action, Benjamin Ward.

## **SETTLEMENT APPROVAL HEARING**

On ●, 2026 beginning at ●, there will be a hearing (the “**Settlement Approval Hearing**”) before the Court at which Class Counsel will seek the Court’s approval of (i) the Settlement Agreement; (ii) the fees and expense reimbursement requests of Class Counsel; and (iii) a plan of allocation and distribution of the Settlement Amount (the “**Plan of Allocation**”). The Settlement Approval Hearing will be held at the courthouse located at 330 University Avenue, Toronto, Ontario, or virtually.

At the Settlement Approval Hearing, the Court will determine whether the Settlement Amount and the Plan of Allocation are fair, reasonable and in the best interests of the Class. At that hearing, Class Counsel will also seek court approval of its request for fees and expense reimbursement. As is customary in class actions, Class Counsel has prosecuted these Actions on a contingent fee basis.

## **WHO IS INCLUDED IN THE ACTIONS**

Class Members are automatically included in the Actions once certified, and you do not need to do anything at this time if you wish to participate in any of the Actions. You are welcome, however, to contact Class Counsel to ask questions without charge. You will not be required to pay any costs in the Actions.

## **OBJECTIONS AND OPT-OUTS**

At the Settlement Approval Hearing, the Court will consider any objections to the proposed Settlement and opt-outs from the Class by Class Members if the objections and/or opt-outs are submitted in writing, by prepaid mail or email to Berger Montague (Canada) PC, 330 Bay Street, Suite 505, Toronto, Ontario, M5H 2S8, Email: [info@bergermontague.ca](mailto:info@bergermontague.ca), Attention: Wayland Class Actions.

A written Objection can be submitted in English or French and must include the following information:

- a) the objector’s full name, current mailing address, telephone number and email address (as may be available);
- b) the number of shares purchased during, and held at the close of, the Class Period;
- c) a brief statement of the nature of and reasons for the objection; and
- d) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number and email address of counsel.

An Opt-Out can be submitted in English or French and must include the following information:

- a) the Class Member’s full name;
- b) current mailing address;
- c) telephone number; and,
- d) email address (as may be available).

If you opt-out of the Class, you will not be eligible to participate in the distribution of the Net Settlement Amount.

**OBJECTIONS AND OPT-OUTS MUST BE RECEIVED ON OR BEFORE ●, 2026 AT 5:00PM E.S.T.**

Each Class Member who does not opt-out of the Actions will be bound by the terms of the Settlement Agreement and will not be allowed to pursue an independent action against the Settling Defendants. If you wish to pursue other claims against any of the Settling Defendants relating to the matters at issue in the Actions, you should immediately seek independent legal advice. If you do not exclude yourself from participating in the Actions, all of your claims relating to the subject matter of this litigation will be determined by the result obtained in the settlement.

**QUESTIONS**

Questions for the Class Members' lawyers may be directed to:  
Berger Montague (Canada) PC  
330 Bay Street, Suite 505  
Toronto, ON M5H 2S8  
Tel: 647.576.7840  
Email: info@bergermontague.ca

**INTERPRETATION**

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

**This notice has been approved by the Court. Questions about matters in this notice should be directed to Berger Montague (Canada) PC and NOT directed to the Court.**

## NOTICE OF SETTLEMENT APPROVAL HEARING – SHORT FORM

### WAYLAND GROUP CORP., SCOTT LANGILLE, GERHARD MÜLLER, PAUL PATHAK, ERIC SILVER, MICHAEL STEIN, JOHN DOES 1-3, CANACCORD GENUITY CORP., AND RF SECURITIES CLEARING LP (FORMERLY KNOWN AS GMP SECURITIES L.P.) SECURITIES CLASS ACTIONS

Read this notice carefully as it may affect your rights

**This Notice is directed to all persons and entities, other than Excluded Persons<sup>2</sup>, wherever they may reside or be domiciled, who purchased or otherwise acquired common shares, units and warrants of Wayland Group Corp. and Maricann Group Corp. on or after December 13, 2017 and held some or all of said securities as of the close of trading on August 2, 2019 (the “Class” or “Class Members”)**

#### **PURPOSE OF THIS NOTICE**

Class actions brought on behalf of Class Members have been settled, pending approval by the Ontario Superior Court of Justice (the “**Court**”). This Notice provides Class Members will information about the Settlement Approval Hearing (as defined below) and how to opt-out of the Actions or object to the proposed settlement.

#### **THE ACTIONS**

This Notice provides Class Members with information about the proposed settlement of three shareholder class actions that were commenced in the Court: (i) *Marco Stajic, Mordecai Bobrowsky and Kyle Yamamura v. Wayland Group Corp. and Benjamin Ward*, Court File No. CV-21-00665194-00CP (the “**Wayland Action**”); (ii) *Marko Stajic v. Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, Michael Stein and John Does 1-3*, Court File No. CV-22-00687490-00CP (the “**Stajic Action**”); and (iii) *Michaël Bordeleau-Tassile v. Canaccord Genuity Corp., and GMP Securities L.P.*, Court File No. CV-23-00693650-00CP (the “**Bordeleau-Tassile Action**” and collectively with the Wayland Action and the Stajic Action, the “**Actions**”). Berger Montague (Canada) PC (“**Class Counsel**”) represents the proposed Class in all three Actions.

Copies of the Statements of Claims for each of the Actions, as well as other legal documents associated with the Actions, can be found at: ●.

#### **PROPOSED SETTLEMENT WITH SETTLING DEFENDANTS**

The Plaintiffs in the Actions have entered into a proposed settlement with the Defendants in the Stajic Action, the Defendants in the Bordeleau-Tassile Action, and with the Defendant Wayland, through its Litigation Guardian, in the Wayland Action (together, the “**Settling Defendants**”). The proposed settlement does not include the defendant Benjamin Allan Ward (“**Ward**”).

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<sup>2</sup> “**Excluded Persons**” means each Settling Defendant, their respective family members, and any businesses in which they have a financial interest, and any investor who falls within the certified Class definition but who validly opts-out of the Actions.

The Settlement Agreement, if approved and its conditions fulfilled, provides that CAD \$8 million (the “**Settlement Amount**”) shall be paid by the Settling Defendants, or their insurers and reinsurers, into an interest bearing account for the benefit of the Class until such time that it is distributed in accordance with a Court-approved Plan of Allocation. The proposed settlement with the Settling Defendants is subject to court approval, as discussed below. The Settlement Agreement may be viewed at ●.

### **SETTLEMENT APPROVAL HEARING**

On ●, 2026 beginning at ●, there will be a hearing (the “**Settlement Approval Hearing**”). The Settlement Approval Hearing will be held at the courthouse located at 330 University Avenue, Toronto, Ontario, or virtually.

At the Settlement Approval Hearing, the Court will determine whether the Settlement Amount and the Plan of Allocation are fair, reasonable and in the best interests of the Class. At that hearing, Class Counsel will also seek court approval of its request for fees and expense reimbursement. As is customary in class actions, Class Counsel has prosecuted these Actions on a contingent fee basis.

### **OBJECTIONS AND OPT-OUTS**

At the Settlement Approval Hearing, the Court will consider any objections to the proposed Settlement and opt-outs from the Class by Class Members if the objections and/or opt-outs are submitted in writing, by prepaid mail or email to Berger Montague (Canada) PC, 330 Bay Street, Suite 505, Toronto, Ontario, M5H 2S8, Email: [info@bergermontague.ca](mailto:info@bergermontague.ca), Attention: Wayland Class Actions.

A written Objection can be submitted in English or French and must include the following information:

- e) the objector’s full name, current mailing address, telephone number and email address (as may be available);
- f) the number of shares purchased during, and held at the close of, the Class Period;
- g) a brief statement of the nature of and reasons for the objection; and
- h) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number and email address of counsel.

An Opt-Out can be submitted in English or French and must include the following information:

- e) the Class Member’s full name;
- f) current mailing address;
- g) telephone number; and,
- h) email address (as may be available).

If you opt-out of the Class, you will not be eligible to participate in the distribution of the Net Settlement Amount.

**OBJECTIONS AND OPT-OUTS MUST BE RECEIVED ON OR BEFORE ●, 2026 AT 5:00PM E.S.T.**

Each Class Member who does not opt-out of the Actions will be bound by the terms of the Settlement Agreement and will not be allowed to pursue an independent action against the Settling Defendants. If you wish to pursue other claims against any of the Settling Defendants relating to the matters at issue in the Actions, you should immediately seek independent legal advice. If you do not exclude yourself from participating in the Actions, all of your claims relating to the subject matter of this litigation will be determined by the result obtained in the settlement.

**QUESTIONS**

Questions for the Class Members' lawyers may be directed to Class Counsel:

330 Bay Street, Suite 505

Toronto, ON M5H 2S8

Tel: 647.576.7840

Email: [info@bergermontague.ca](mailto:info@bergermontague.ca)

**INTERPRETATION**

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

**This notice has been approved by the Court. Questions about matters in this notice should be directed to Berger Montague (Canada) PC and NOT directed to the Court.**

**SCHEDULE "C" – NOTICE PLAN**

CV-21-00665194-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MARCO STAJIC, MORDECAI BOBROWSKY,  
and KYLE YAMAMURA

Plaintiffs

- and -

WAYLAND GROUP CORP. and BENJAMIN ALLAN WARD

Defendants

Proceeding under the *Class Proceedings Act, 1992*

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CV-22-00687490-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MARKO STAJIC

Plaintiff

- and -

SCOTT LANGILLE, GERHARD MÜLLER, PAUL PATHAK,  
ERIC SILVER, MICHAEL STEIN, and JOHN DOES 1-3

Defendants

Proceeding under the *Class Proceedings Act, 1992*

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CV-23-00693650-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MICHAËL BORDELEAU-TASSILE

Plaintiff

- and -

CANACCORD GENUITY CORP., ~~and~~ GMP SECURITIES L.P.,  
~~and VIII CAPITAL CORPORATION~~

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**NOTICE PLAN**

- A. Capitalized terms not otherwise defined in this Notice Plan shall have the meaning ascribed to them in the settlement agreement entered into by the Plaintiffs, Wayland Group Corp., through the Litigation Guardian, Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, and Michael Stein, John Does 1-3, Canaccord Genuity Corp. and RF Securities Clearing LP (formerly known as GMP Securities L.P.).
- B. The Notice of Settlement Approval Hearing (“**First Notice**”) shall be disseminated as follows:
  1. Class Counsel shall disseminate a press release through Canadian Newswire in English and French in a form acceptable to counsel for the Settling Defendants, advising of the settlement approval hearing, the Opt-Out Deadline, the Claims Bar Deadline and how to file a Claim Form;

2. Class Counsel shall send the First Notice by email to anyone who registered with Class Counsel to receive updates on the status of the class action, to the extent that Class Counsel has their email address information;
3. Class Counsel shall post the First Notice in English and French on its website at ●; and
4. Class Counsel shall enable its website for multilingual Google translation.

C. The Notice of Settlement Approval (“**Second Notice**”) shall be disseminated as follows:

1. Class Counsel shall disseminate a press release through Canadian Newswire in English and French in a form acceptable to counsel for the Settling Defendants advising of the settlement approval;
2. Class Counsel shall send the Second Notice by email to anyone who registered with Class Counsel to receive updates on the status of the class action, to the extent that Class Counsel has their email address information;
3. As soon as practicable following entry of the Settlement Approval Order, Class Counsel shall post the Second Notice in English and French on its website at ●; and
4. Class Counsel shall enable its website for multilingual Google translation.

**SCHEDULE “D” – OPT-OUT FORM**

**OPT-OUT FORM**

This is NOT a claim form. Completing this OPT-OUT FORM will exclude you from the Actions and you will not receive any compensation arising out of the settlement in the Actions.

To:

Berger Montague (Canada) PC  
330 Bay Street, Suite 505  
Toronto, ON M5H 2S8  
Tel: 647.576.7840  
Email: info@bergermontague.ca

I understand that by opting-out of the Actions, I am confirming that I do not wish to participate in any of: (i) *Marco Stajic, Mordecai Bobrowsky and Kyle Yamamura v. Wayland Group Corp. and Benjamin Ward*, Court File No. CV-21-00665194-00CP; (ii) *Marko Stajic v. Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, Michael Stein and John Does 1-3*, Court File No. CV-22-00687490-00CP; and (iii) *Michaël Bordeleau-Tassile v. Canaccord Genuity Corp., and GMP Securities L.P.*, Court File No. CV-23-00693650-00CP (collectively, the “**Actions**”).

I understand that any individual action must be commenced within a specified limitation period or it will be legally barred.

I understand that certification of each of the Actions suspended the running of the limitation period from the time the each of the Actions was filed. The limitation period will resume running against me if I opt-out of the Actions.

I understand that by opting-out, I take full responsibility for the resumption of the running of any relevant limitation period and for taking all necessary legal steps to protect any claim I may have.

**Optional: Reason for Opting-Out:** Please explain your reason(s) for opting-out.

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**Trading Information:** To the extent known, please specify in the space below the number of common shares purchased between December 13, 2017, up to and including August 2, 2019.

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Date: \_\_\_\_\_

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Signature of Witness

Name:

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Name:

Telephone:

Email:

Address:

*If opting out on behalf of a corporation, by signing you acknowledge that you are an authorized signing officer.*

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Name of Corporation:



Defendants

Proceeding under the *Class Proceedings Act, 1992*

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CV-23-00693650-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MICHAËL BORDELEAU-TASSILE

Plaintiff

- and -

CANACCORD GENUITY CORP., and GMP SECURITIES L.P.,  
~~and VIII CAPITAL CORPORATION~~

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**SETTLEMENT APPROVAL ORDER**

**THIS MOTION** made jointly by the Plaintiffs in the actions bearing Court File No. CV-21-00665194-00CP (the “**Wayland Action**”), Court File No. CV-22-00687490-00CP (the “**Stajic Action**”), and Court File No. CV-23-00693650-00CP (the “**Bordeleau-Tassile Action**”, and together with the Wayland Action and Stajic Action, the “**Actions**”) for an Order, among other things, (i) approving the settlement of the Actions pursuant to the terms of the settlement agreement (the “**Settlement Agreement**”) entered into with Wayland Group Corp., through the Litigation Guardian (“**Wayland**”), Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, and Michael Stein (collectively, the “**Individual Settling Defendants**”), John Does 1-3, Canaccord Genuity Corp. and RF Securities Clearing LP (formerly known as GMP Securities L.P.) (together with Canaccord Genuity Corp., the “**Underwriters**”) (collectively, the “**Settling Defendants**”); (ii)

approving the form, method of publication and dissemination of the Notice of Settlement Approval; (iii) approving the process for receiving and evaluating claims by Class Members for a share of, and then the distribution of, the *pro rata* shares of the Net Settlement Amount (“**Plan of Allocation**”); (iv) dismissing the Stajic Action without costs and with prejudice, (v) dismissing the Bordeleau-Tassile Action without costs and with prejudice; and (vi) dismissing the Wayland Action as against Wayland (but excluding Ben Ward) without costs and with prejudice was heard this day at the Courthouse located at 330 University Avenue.

**AND ON READING** the materials filed, including the Settlement Agreement attached as **Schedule “A”** to this Order, and on hearing the submissions of counsel for the Plaintiffs, counsel for the Litigation Guardian, counsel for the Defendants in the Stajic Action, and counsel for the Defendants in the Bordeleau-Tassile Action;

**AND ON READING** that affidavit evidence filed in support of this motion, including the evidence on the notice given to the Class pursuant to the Notice Plan approved by this Court on ●, (the “**First Order**”);

**AND ON READING** the First Order in these Actions dated ●, which, among other things, ordered that the Actions be heard together, certified the Actions for settlement purposes, granted the Plaintiffs in the Wayland Action and Stajic Action leave to proceed under section 138.8(1) of the *Securities Act*, RSO 1990, c S.5, as amended (and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories) for settlement purposes, set out the class definition, the common issue, and the nature of the claims asserted on behalf of the Class;

**AND ON BEING ADVISED** that: (a) Berger Montague (Canada) PC (“**Class Counsel**”) consents to being appointed as Administrator; (b) Eliezer Karp consents to being appointed as

Referee; and (c) the deadline for objecting to the Settlement Agreement has passed and there have been ● written objections and ● written comments in respect of the Settlement Agreement;

**AND HAVING CONSIDERED** any and all such comments or objections;

**AND ON BEING ADVISED** that the deadline for opting out of the Actions has passed, and ● individuals validly exercised their right to opt out;

**AND ON BEING ADVISED** that the Plaintiffs, the Litigation Guardian, and the Settling Defendants consent to this Order;

**AND ON BEING ADVISED** that attempts were made to serve Benjamin Allan Ward (“**Ward**”), who has been noted in default in the Wayland Action, with the motion materials in support of this motion and that Ward has not responded to Class Counsel’s repeated attempts to contact him;

**AND** without any admission of liability on the part of any of the Settling Defendants, who each deny liability:

1. **THIS COURT ORDERS** that, except as otherwise stated, the Settlement Agreement is incorporated by reference into and forms part of this Order. Capitalized terms in this Order shall have the same meaning as set forth in the Settlement Agreement.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon the Settling Defendants, the Plaintiffs, and all Class Members who did not opt out by the Opt-Out Deadline set out in the First Order, including those Persons who

are minors or mentally incapable, and the requirements of Rules 7.04 and 7.08(1) and 7.08(2) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 are dispensed with in respect of the Actions (the “**Settlement Class Members**”).

4. **THIS COURT ORDERS** that the defendant Ward, who has been noted in default in the Wayland Action and was not entitled to notice of this motion, has nevertheless been given adequate notice of this motion and the First Order through Class Counsel’s attempts to contact him and the dissemination of the First Notice through the Notice Plan (defined below), and will be given adequate notice of this Order through the dissemination of the Second Notice (defined below) through the Notice Plan.

#### **SETTLEMENT APPROVAL**

5. **THIS COURT ORDERS AND DECLARES** that the settlement set forth in the Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class Members.

6. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is approved pursuant to section 27.1 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.

#### **NOTICE OF SETTLEMENT APPROVAL**

7. **THIS COURT ORDERS** that the form and content of the Notice of Settlement Approval, attached hereto as **Schedule “B”** (the “**Second Notice**”) is hereby approved.

8. **THIS COURT ORDERS** that the Second Notice be disseminated in accordance with the notice plan for the distribution of the Second Notice (the “**Notice Plan**”) attached as **Schedule “C”**.

9. **THIS COURT ORDERS AND DECLARES** that, other than as provided for in section ● of the Settlement Agreement, the Settling Defendants shall have no responsibility for and no liability whatsoever with respect to the ongoing administration of the Settlement Amount.

**RELEASE AND DISMISSAL**

10. **THIS COURT ORDERS AND DECLARES** that, upon the date that this Order is entered:

- (a) each of the Releasors has and shall be deemed to have fully, finally and forever absolutely released and discharged the Releasees in respect of all Released Claims released in the Settlement Agreement on the terms set out therein;
- (b) each of the Releasees shall be conclusively deemed to have forever and absolutely released, waived and forever discharged, each of the other Releasees from any and all claims for contributions and indemnity with respect to the Settlement Amount;
- (c) each Releasor shall not now nor 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 claim contribution or indemnity, or other claims over relief, from any Releasee in respect of any Released Claim or any matter related thereto;

- (d) for greater clarity, any and all Claims for contribution, indemnity or other claims over relief by Ward or any other Person against any of the Releasees are barred in respect of any of the Released Claims;
- (e) any Settlement Class Member who has commenced any proceeding relating in any way to the Released Claims shall and is hereby deemed to irrevocably consent to the dismissal of such proceeding without costs and with prejudice; and
- (f) any proceeding relating in any way to the Released Claims commenced by any Settlement Class Member shall be and is hereby dismissed against any of the Releasees without costs and with prejudice.

11. **THIS COURT ORDERS** that the Stajic Action shall be and is hereby dismissed without costs and with prejudice.

12. **THIS COURT ORDERS** that the Bordeleau-Tassile Action shall be and is hereby dismissed without costs and with prejudice.

13. **THIS COURT ORDERS** that the Wayland Action shall be and is hereby dismissed without costs and with prejudice as against Wayland (but excluding Ben Ward).

14. **THIS COURT ORDERS AND DECLARES** that payment of the Settlement Amount is in full satisfaction and release of any and all Claims that were or could have been brought by any Settlement Class Members against any of the Releasees, howsoever arising.

15. **THIS COURT ORDERS AND DECLARES** that the Releasors and the Class Members shall be and are bound by the terms of the Settlement Agreement regardless of whether they submit

a completed claim form (as defined in the Plan of Allocation) or receive payment from the Settlement Amount.

16. **THIS COURT ORDERS AND DECLARES** that the enforcement of the Settlement Agreement shall be the sole and exclusive remedy for any and all claims of the Settlement Class Members.

17. **THIS COURT DECLARES** that this Order and the Settlement Agreement are not based on any admission or finding of liability or wrongdoing by any of the Settling Defendants or other Releasees, that such liability or wrongdoing is expressly denied, and there has been no such admission or finding.

18. **THIS COURT DECLARES** that for greater clarity, this Order does not affect any claims or causes of action that any members of the Class have or may have in the Wayland Action against Ward, who is not a Releasee.

#### **PLAN OF ALLOCATION**

19. **THIS COURT ORDERS** that Class Counsel is appointed as the Administrator, under further order of the Court, on the terms and conditions and with the powers, duties and responsibilities set out in the Settlement Agreement and the Plan of Allocation.

20. **THIS COURT ORDERS** that the Administrator shall be paid from the Escrow Account a fee in an amount to be approved by the Court.

21. **THIS COURT ORDERS** that Eliezer Karp is appointed as Referee, until further order of the Court, on the terms and conditions and with the powers, duties and responsibilities set out in the Settlement Agreement and the Plan of Allocation.

22. **THIS COURT ORDERS** the payment of a ● honorarium to the representative plaintiffs from the Settlement Amount.

23. **THIS COURT ORDERS** that the form and content of the Plan of Allocation, attached hereto as **Schedule “D”**, is fair and appropriate.

24. **THIS COURT ORDERS** that the Plan of Allocation is hereby approved and that the Settlement Amount shall be distributed in accordance with the terms of the Settlement Agreement, following the payment of Class Counsel Fees approved by this Court, the administration expenses and any other expenses approved by this Court.

25. **THIS COURT ORDERS** that the Plaintiffs, Class Counsel (whether in its own capacity or in its capacity as Administrator), or the Referee, may apply to the Court for directions in respect of the implementation and/or administration of the Plan of Allocation.

26. **THIS COURT ORDERS** that in order to participate in this Settlement, a Class Member who has not opted out must file a Claim Form with the Administrator on before the Claims Bar Deadline set out in the Plan of Allocation unless the Administrator acting reasonably and in the best interests of the Settlement Class Members extends the deadline for all Settlement Class Members.

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

28. **THIS COURT ORDERS** that neither the Settling Defendants nor any other Releasees shall have any responsibility or liability with respect to the administration or implementation of the Settlement Agreement and Plan of Allocation including, without limitation, the processing and

payment of claims by the Administrator, and the Administrator shall indemnify the Settling Defendants and the other Releasees against any liability, costs, or expenses resulting from the Administrator's reckless or intentional misconduct.

**CLASS COUNSEL FEES**

29. **THIS COURT ORDERS** that, in accordance with section 32 of the *Class Proceedings Act, 1992*, Class Counsel Fees are approved at ●.

**IMPLEMENTATION OF SETTLEMENT AGREEMENT**

30. **THIS COURT ORDERS** that any Party may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement, including in respect of the termination of the Settlement Agreement (if necessary), on notice to all other Parties.

31. **THIS COURT ORDERS** that the Plaintiff and the Settling Defendants may, on notice to the Court but without the need for a further order of the Court, agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

32. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.

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

34. **THIS COURT ORDERS AND DECLARES** that the Litigation Guardian and the Individual Settling Defendants and their respective counsel shall not incur liability or obligation to any Person as a result of their review of the Wayland Documents, the MNP Documents or the Additional MNP Documents, and the Plaintiffs and Class Counsel agree not to commence or continue any proceeding or process in any court or tribunal in connection with the carrying out of such review.

**COURT'S JURISDICTION**

35. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

36. **THIS COURT ORDERS** that all persons and entities provided with notice of this motion shall be bound by the declarations made in, and the terms of, this Order.

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THE HONOURABLE JUSTICE E.M. MORGAN

**SCHEDULE “F” – SECOND NOTICE**

**NOTICE OF SETTLEMENT APPROVAL – LONG FORM**

**WAYLAND GROUP CORP., SCOTT LANGILLE, GERHARD MÜLLER, PAUL PATHAK, ERIC SILVER, MICHAEL STEIN, JOHN DOES 1-3, CANACCORD GENUITY CORP., AND RF SECURITIES CLEARING LP (FORMERLY KNOWN AS GMP SECURITIES L.P.)**

**SECURITIES CLASS ACTIONS**

**TO:** All persons and entities, other than Excluded Persons<sup>3</sup>, wherever they may reside or be domiciled, who purchased or otherwise acquired common shares, units and warrants of Wayland Group Corp. and Maricann Group Corp. on or after December 13, 2017 and held some or all of said securities as of the close of trading on August 2, 2019 (the “**Class**” or “**Class Members**”)

**READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.**

**YOU MAY NEED TO TAKE PROMPT ACTION**

**BACKGROUND TO THE CLASS ACTIONS**

This Notice concerns the following three shareholder class actions which were commenced in the Ontario Superior Court of Justice (the “**Court**”): (i) *Marco Stajic, Mordecai Bobrowsky and Kyle Yamamura v. Wayland Group Corp. and Benjamin Ward*, Court File No. CV-21-00665194-00CP (the “**Wayland Action**”); (ii) *Marko Stajic v. Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, Michael Stein and John Does 1-3*, Court File No. CV-22-00687490-00CP (the “**Stajic Action**”); and (iii) *Michaël Bordeleau-Tassile v. Canaccord Genuity Corp., and GMP Securities L.P.*, Court File No. CV-23-00693650-00CP (the “**Bordeleau-Tassile Action**” and collectively with the Wayland Action and the Stajic Action, the “**Actions**”).

The Actions raise similar allegations and are based on the same set of alleged facts and issues relating to Wayland’s business practices and public filings and statements. The Plaintiffs allege that the Defendants made misrepresentations or failed to disclose a material change or material fact concerning Wayland, its operations and/or financial status, including in connection with its production facility located in Langton, Ontario and/or its Chief Executive Officer, Benjamin Ward, during the period of December 13, 2017 to August 2, 2019. Since the commencement of the Actions, the litigation has been vigorously contested. The Settling Defendants (as defined below) deny the allegations and deny any wrongdoing or liability.

On ●, 2026, the Plaintiffs in the Actions entered into a proposed settlement with the Defendants in the Stajic Action, the Defendants in the Bordeleau-Tassile Action, and with the Defendant Wayland, through its Litigation Guardian, in the Wayland Action (together, the “**Settling Defendants**”). The settlement provides, if its conditions are fulfilled, that CAD \$8 million (the “**Settlement Amount**”) shall be paid by the Settling Defendants, or their insurers and reinsurers,

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<sup>3</sup> “**Excluded Persons**” means each Settling Defendant, their respective family members, and any businesses in which they have a financial interest, and any investor who falls within the certified Class definition but who validly opts-out of the Actions.

into an interest bearing account for the benefit of the Class. The Settlement Amount is inclusive of all interest, fees, taxes and disbursements claimed by the Class, including all legal fees and disbursements paid to, incurred by and to be incurred by Class Counsel to complete the settlement. A copy of the Settlement Agreement is available here: ●. The Plaintiffs also proposed a plan of allocation and distribution of the Settlement Amount (the “**Plan of Allocation**”). A copy of the Plan of Allocation is available here: ●. The settlement does not include the Defendant Benjamin Allan Ward (“**Ward**”).

On ●, the Honorable Justice Edward Morgan approved the Settlement Agreement and the Plan of Allocation, without any admission of liability on the part of the Settling Defendants, concluding that the Settlement Agreement and the Plan of Allocation are fair, reasonable, and in the best interest of the Class. Class Counsel Fees, including out-of-pocket expenses and taxes, were approved by the Court in the amount of ●, plus disbursements, plus taxes.

The Stajic Action and Bordeleau-Tassile Action have now been dismissed entirely on a without costs and with prejudice basis, and the Wayland Action has been dismissed against Wayland on a without costs and with prejudice basis and will continue as against the remaining defendant in the Wayland Action, Benjamin Ward.

#### **WHO IS INCLUDED IN THE CLASS AND BOUND BY THE SETTLEMENT**

The Court certified the Actions as class proceedings for settlement purposes only and approved the Settlement Agreement on behalf of a class that encompasses the following persons and entities:

All persons and entities, excluding Excluded Persons, wherever they may reside or be domiciled, who purchased or otherwise acquired common shares, units and warrants of Wayland Group Corp. and Maricann Group Corp. on or after December 13, 2017 and held some or all of said securities as of the close of trading on August 2, 2019 (the “**Class**” or “**Class Members**”).

Excluded from the Class are the Settling Defendant, their respective family members, and any businesses in which they have a financial interest, and any investor who falls within the certified Class definition but who has validly opted out of the Actions.

#### **HOW TO MAKE A CLAIM FOR COMPENSATION**

##### **CLAIMS FOR COMPENSATION MUST BE RECEIVED BY ●.**

**Each Class Member must submit a completed Claim Form on or before ● in order to participate in the settlement.**

The Claim Form can be accessed or downloaded at ● or obtained by calling the Administrator at ●. If you do not submit a completed Claim Form by ●, you will not receive any part of the Net Settlement Amount.

The Court has appointed Berger Montague (Canada) PC as the Administrator of the settlement to, among other things: (i) receive and process Claim Forms; (ii) decide eligibility for compensation; and (iii) distribute the Settlement Amount to eligible Class Members.

The Claim Form should be submitted to the Administrator by using the secure Online Claims System at ●. You may submit a paper Claim Form only if you do not have internet access. The paper Claim Form may be sent by mail or courier to:

Berger Montague (Canada) PC

330 Bay Street, Suite 505  
Toronto, ON M5H 2S8  
Tel: 647.576.7840  
Email: info@bergermontague.ca

The Claim Form describes what information must be submitted on, and along with, the Claim Form. All members of the Class will be bound by the terms of the Settlement Agreement whether or not they submit a Claim Form or receive a payment under the settlement.

**QUESTIONS**

The law firm of Berger Montague (Canada) PC represents the Class in the Actions. They can be reached by mail, email, or by telephone, as provided below:

Berger Montague (Canada) PC  
330 Bay Street, Suite 505  
Toronto, ON M5H 2S8  
Tel: 647.576.7840  
Email: info@bergermontague.ca

**INTERPRETATION**

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

**This notice has been approved by the Court. Questions about matters in this notice should be directed to Berger Montague (Canada) PC and NOT directed to the Court.**

## NOTICE OF SETTLEMENT APPROVAL – SHORT FORM

### WAYLAND GROUP CORP., SCOTT LANGILLE, GERHARD MÜLLER, PAUL PATHAK, ERIC SILVER, MICHAEL STEIN, JOHN DOES 1-3, CANACCORD GENUITY CORP., AND RF SECURITIES CLEARING LP (FORMERLY KNOWN AS GMP SECURITIES L.P.) SECURITIES CLASS ACTIONS

**Read this notice carefully as it may affect your rights**

**This Notice is directed to all persons and entities, other than Excluded Persons<sup>4</sup>, wherever they may reside or be domiciled, who purchased or otherwise acquired common shares, units and warrants of Wayland Group Corp. and Maricann Group Corp. on or after December 13, 2017 and held some or all of said securities as of the close of trading on August 2, 2019 (the “Class” or “Class Members”)**

#### **PURPOSE OF THIS NOTICE**

Class actions brought on behalf of Class Members have been settled. The Settlement has been approved by the Ontario Superior Court of Justice (the “**Court**”). This Notice provides Class Members with information about how to submit a Claim Form to the Administrator in order to participate in the distribution of the Net Settlement Amount.

#### **THE ACTIONS**

This Notice concerns the following three shareholder class actions which were commenced in the Court: (i) *Marco Stajic, Mordecai Bobrowsky and Kyle Yamamura v. Wayland Group Corp. and Benjamin Ward*, Court File No. CV-21-00665194-00CP (the “**Wayland Action**”); (ii) *Marko Stajic v. Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, Michael Stein and John Does 1-3*, Court File No. CV-22-00687490-00CP (the “**Stajic Action**”); and (iii) *Michaël Bordeleau-Tassile v. Canaccord Genuity Corp., and GMP Securities L.P.*, Court File No. CV-23-00693650-00CP (the “**Bordeleau-Tassile Action**” and collectively with the Wayland Action and the Stajic Action, the “**Actions**”).

The Plaintiffs in the Actions allege that the Defendants made misrepresentations or failed to disclose a material change or material fact concerning Wayland, its operations and/or financial status, including in connection with its production facility located in Langton, Ontario and/or its Chief Executive Officer, Benjamin Ward, during the period of December 13, 2017 to August 2, 2019. The Defendants in the Stajic Action, the Defendants in the Bordeleau-Tassile Action, and with the Defendant Wayland, through its Litigation Guardian, in the Wayland Action (together, the “**Settling Defendants**”) deny the allegations and deny any wrongdoing or liability.

The settlement of the Actions was approved by the Honourable Justice Edward Morgan on ●, 2026. This notice provides a summary of the Settlement.

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<sup>4</sup> “**Excluded Persons**” means each Settling Defendant, their respective family members, and any businesses in which they have a financial interest, and any investor who falls within the certified Class definition but who validly opts-out of the Actions.

### **SUMMARY OF THE SETTLEMENT TERMS**

The Settling Defendants will cause CAD \$8 million (the “**Settlement Amount**”) to be paid, in full and final settlement of all claims against it in the Action. Class Counsel Fees, including out-of-pocket expenses and taxes, were approved by the Court in the amount of ●, plus disbursements, plus taxes. The settlement for the Class, less the Class Counsel Fees and disbursements, administrator’s expenses, and taxes, will be distributed to the Class in accordance with the Court-approved Plan of Allocation. The Settlement Agreement and Plan of Allocation may be viewed at ●.

### **HOW TO MAKE A CLAIM FOR COMPENSATION:**

#### **CLAIMS FOR COMPENSATION MUST BE RECEIVED BY ●**

**Each Class Member must submit a completed Claim Form on or before ● in order to participate in the settlement.**

**The Claim Form can be accessed or downloaded at ● or obtained by calling the Administrator at ●. If you do not submit a completed Claim Form by ●, you will not receive any part of the Net Settlement Amount.**

The Court appointed Berger Montague (Canada) PC as the Administrator of the settlement to, among other things: (i) receive and process Claim Forms; (ii) decide eligibility for compensation; and (iii) distribute the Settlement Amount to eligible Class Members.

The Claim Form should be submitted to the Administrator by using the secure Online Claims System at ●. You may submit a paper Claim Form only if you do not have internet access.

The Claim Form describes what information must be submitted on, and along with, the Claim Form. All members of the Class will be bound by the terms of the Settlement Agreement whether or not they submit a Claim Form or receive a payment under the settlement.

### **QUESTIONS**

Questions for the Class Members’ lawyers may be directed to:

Berger Montague (Canada) PC  
330 Bay Street, Suite 505  
Toronto, ON M5H 2S8  
Tel: 647.576.7840  
Email: [info@bergermontague.ca](mailto:info@bergermontague.ca)

### **INTERPRETATION**

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

**This notice has been approved by the Court. Questions about matters in this notice should be directed to Berger Montague (Canada) PC and NOT directed to the Court.**