

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(Class Action)
SUPERIOR COURT

NO: 500-06-001173-216

TARIQUE PLUMMER

Representative Plaintiff

v.

NUVEI CORPORATION

and

PHILIP FAYER

and

DAVID SCHWARTZ

and

PRICEWATERHOUSECOOPERS LLP

Defendants

APPLICATION TO APPROVE A SETTLEMENT AGREEMENT

(Arts. 590 and 593 CCP, s. 58 of the *Regulation of the Superior Court of Québec in Civil Matters*, CQRL c C-25.01, r 0.2.1, s. 32 of the *Act Respecting the Fonds d'aide aux actions collective*, ch. F-3.2.0.1.1, and s. 225.7 of the Securities Act, CQLR c V-1.1)

TO THE HONOURABLE CHRISTIAN IMMER OF THE SUPERIOR COURT, THE REPRESENTATIVE PLAINTIFF AND HIS COUNSEL SUBMIT THE FOLLOWING:

I. INTRODUCTION

1. The Representative Plaintiff hereby respectfully asks this Honourable Court to approve the settlement agreement executed by the Representative Plaintiff and Defendant PricewaterhouseCoopers LLP (the "**Settling Defendant**" or "**PwC**") (together, the "**Settling Parties**") as of September 29, 2022 (the "**Settlement Agreement**" or the "**Settlement**"), a copy of which is communicated herewith as **Exhibit R-1**.

2. By way of the judgment rendered on November 1, 2022, this Honourable Court notably: (i) authorized the class action for settlement purposes only against the Defendant PwC; (ii) approved the international dissemination notice plan (the “**Notice of Hearing**”), including the opt-out and objection deadlines; and (iii) scheduled the settlement approval hearing for December 13, 2022, which was then rescheduled to December 20, 2022 with the approval of the Court (the “**Pre-Approval Judgment**”).

3. The class authorized for settlement purposes only is the following:

« Toutes les personnes et entités, à l'exception des Personnes Exclues, qui ont acquis des titres de Corporation Nuvei entre le 17 septembre 2020 et le 7 décembre 2021, et qui ont détenu une partie ou la totalité de ces titres jusqu'après la clôture des marchés financiers le 7 décembre 2021.

“All persons and entities, other than the Excluded Persons, who acquired Nuvei Corporation securities on or after September 17, 2020 to December 7, 2021, and held some or all of those securities until after the close of trading on December 7, 2021.

Les Personnes Exclues sont PwC et les autres défendeurs nommés à l'action qui ne sont pas partis à la Convention de Règlement; les membres de la famille immédiate des défendeurs individuels, et les administrateurs, directeurs, filiales et sociétés liées de Nuvei et de ses filiales. »

Excluded Persons means PwC and the Non-Settling Defendants, members of the immediate families of the Individual Defendants, and the directors, officers, subsidiaries and affiliates of Nuvei and its subsidiaries.”

(the “**Settlement Class**” or the “**Settlement Class Members**”)

4. On October 3, 2022, Class Counsel communicated a copy of Settlement Agreement to the Fonds d'aide aux actions collectives (the “**FAAC**”) so that they would be informed of the settlement approval hearing, initially set on December 13, 2022.

5. It is worth noting that by decision rendered on June 28, 2022, the FAAC refused the Representative Plaintiff's request for funding.

II. THE EXECUTION OF THE PLAN OF DISSEMINATION

6. On November 8, 2022, Class Counsel sent written notice to the Autorité des marchés financiers (the “**Authority**”), together with a copy of the press release described at s. 10.1 of the Settlement, in both French and English, as required by s. 225.5 of the *Securities Act*, CQLR c V-1.1 (the “**QSA**”) and by s. 10.2 of the Settlement, as it appears from a copy of the email communicated herewith as **Exhibit R-2**.

7. On November 13, 2022, the Press Release described at s. 10.1 of the Settlement, incorporating the short form Notice of Hearing, was disseminated through Cision's (NewsWire.ca) proprietary network, worldwide, in English and French, pursuant to the Pre-Approval Judgment and to s. 11.7 (d) of the Settlement, as it appears from the final Report of Velvet Payments, the administrator appointed by PwC to implement and report on the plan of dissemination (the "**Administrator**"), dated December 13, 2022, communicated herewith as **Exhibit R-3**.
8. Beginning on November 13, 2022, the short form Notice of Hearing was published online in abbreviated form, in English and in French, as provided for in Schedule 1 to the Settlement, with a URL leading to Class Counsel's bilingual webpage dedicated to the present class action (www.lpclex.com/nuvei), as required by the Pre-Approval Judgment and s. 11.7(c) of the Settlement (Exhibit R-3).
9. On November 13, 2022, Class Counsel posted the long form and short form Notice of Hearing, in English and in French, on the webpage dedicated to the present action (www.lpclex.com/nuvei) as required by s. 11.7 (a) and (b) of the Settlement.
10. On November 13, 2022, Class Counsel also delivered the long form Notice of Hearing electronically to all individuals and entities who signed up on Class Counsel's website dedicated to the present class action, as required by s. 11.7 (a) of the Settlement. The email disseminated contained a hyperlink to the long form notice on Class Counsel's bilingual webpage dedicated to this class action (www.lpclex.com/nuvei), containing copies of the *Amended Application for Authorization of a Class Action and for Authorization to Bring and Action pursuant to Section 225.4 of the Quebec Securities Act* (the "**Authorization Application**"), notices and Settlement, including a certified French translation.
11. On November 13, 2022, Class Counsel also published the long and short form Notice of Hearing, in English and French, on the Québec Class Action Registry, as required by the Pre-Approval Judgment and by s. 11.7 (e) of the Settlement, together with copies of the Settlement and the Press Release, in English and French.
12. On November 14, 2022, the long form Notice of Hearing was notified by registered mail to the brokers and investors identified in Schedule 2 to the Settlement Agreement and communicated herewith as **Exhibit R-4**, as required by the Pre-Approval Judgment and s. 11.7 (f) of the Settlement, as it appears from the final Report of Settlement Administrator (Exhibit R-3).
13. On the date of the filing of the present Application, one Settlement Class Member has requested her exclusion from the settlement and no Settlement Class Members have objected to the settlement. The opt-out form of the Class Member who has requested to be excluded from the Settlement Class is communicated herewith as **Exhibit R-5**.

14. For the reasons that follow, the Representative Plaintiff asks that this Court approve the Settlement Agreement pursuant to article 590 C.C.P. and section 225.7 QSA.

III. APPROVAL OF THE SETTLEMENT AGREEMENT

15. The criteria which the case law has established for approval of a class action settlement are the following:

- (i) The terms and conditions of the Settlement Agreement;
- (ii) The probability of success;
- (iii) The amount and nature of evidence;
- (iv) The attorneys' recommendation and their experience;
- (v) The future expenses and probable length of the litigation;
- (vi) Approval of the Plaintiff;
- (vii) The number and nature of any opt-outs and/or objectors;
- (viii) Good faith of the parties and the absence of collusion.

16. The Representative Plaintiff submits that an analysis of all of these criteria should lead this Court to conclude that the Settlement is fair and reasonable and in the best interests of Settlement Class Members.

i. The Terms of the Settlement

17. The amount of damages claimed by the Representative Plaintiff is not specifically alleged in the Authorization Application, and thus remains to be determined.
18. The Settlement is a favourable result for Settlement Class Members in that it provides for a resolution of the litigation with respect to the Settling Defendant and for the payment provided for at section 1.30 of the Settlement, namely the sum of three hundred thousand Canadian dollars (CAD \$300,000.00) inclusive of taxes, interests and costs (the "**Settlement Amount**") in order to pay the legal costs and fees, including the cost of any expertise, incurred or to be incurred by Class Counsel in prosecuting the proposed class action, as described at section 5.1 of the Settlement.
19. The Settling Defendant has also assumed the entirety of the costs associated with the notices in accordance with the terms of the Settlement Agreement, which are in addition to and separate from the Settlement Amount.

20. It is worth noting that section 225.33 (3) QSA sets a cap for the auditor's liability for an action brought for misrepresentation on the secondary market pursuant to Title VIII, Chapter II, Division II of the QSA as follows:

“(3) in the case of an expert, the greater of the revenue that the expert and the affiliates of the expert earned from the issuer and its affiliates during the 12-month period preceding the misrepresentation and \$1,000,000.”

21. As such, the value of the Settlement and the Administrator fees for the execution of the dissemination plan represents approximately 35 % of that maximum liability under the QSA.

22. With the Settlement Agreement, the Settling Parties have provided for a reasonable and proportionate settlement in circumstances where it is impracticable to accurately determine the amount, if any, of the Settlement Class Members' claims.

23. In consideration of the Settlement Amount, it would also be unreasonable and too costly to distribute this sum directly to the Settlement Class Members.

24. However, the Settling Parties recognize that expertise and examinations are often useful to a Court seized with a proposed securities class action for the purpose of determining whether the criteria of article 575 CCP and section 225.4 QSA are met at the authorization stage.¹ It is also undisputable that they are key and necessary on the merits of the case in the event the proposed class action is authorized.

25. By allocating the Settlement Amount to the payment of legal costs and fees, including notably the cost of any expertise, the Settlement represents a proportionate, fair and practicable settlement, which is to the benefit and in the interests of the Settlement Class Members. Indeed, the contribution by PwC to the legal costs and expert fees has the potential to benefit Settlement Class Members in the further prosecution of the matter, outweighing any benefit from a nominal distribution to each of them or to a third party.

26. This Honourable Court has, on multiple occasions, approved class action settlements with indirect compensation such as in the instant case in circumstances where it would have been impracticable to establish a distribution mechanism for an extremely modest individual recovery.²

¹ For example : *Catucci c. Valeant Pharmaceuticals International Inc.*, 2017 QCCS 3870; *Nseir c. Barrick Gold Corporation*, 2020 QCCS 1697 (under appeal).

² For example : *Halfon v. Moose International Inc*, 2017 QCCS 4300; *Elkoby c. Google inc./Google*, 2018 QCCS 2623; *Bramante c. Restaurants McDonald du Canada limitée*, 2021 QCCS 955.

ii. The Probability of Success

27. While the Representative Plaintiff maintains that his action is well-founded, PwC vigorously denies the claims and allegations advanced in the Authorization Application, as specifically indicated in the Recitals of the Settlement.
28. It follows that the parties would have entered into a serious, complex and contradictory debate as to whether PwC committed the alleged fault and, if it did, whether the Settlement Class Members are entitled to any damages and in what amount.
29. It goes without saying that this debate would have resulted with the hiring of additional experts and required multiple witnesses to testify at trial in order to counter each of the parties' claims, potentially resulting in long and costly proceedings.
30. There is always the risk that the Court would not authorize the class action and/or the action pursuant to 225.5 QSA, or that it would not be successful on the merits. This risk is abated by the Settlement Agreement, which, although it does not provide direct compensation to Settlement Class Members, does provide them a real value and benefit, as described at section 5.1 of the Settlement Agreement.
31. Indeed, a number of securities class actions (including one inspired by a short-seller report much like in the present case) were recently dismissed by this Honourable Court at the authorization/ stage, namely:
 - (a) *Levy v. Loop Industries Inc.*, unreported judgment, file no. 700-06-000012-205, July 19, 2022;
 - (b) *Graaf c. SNC-Lavalin Group Inc.*, 2022 QCCS 3727; Déclaration d'appel, 2022-11-21 (C.A.) 500-09-030289-227; and
 - (c) *Nseir c. Barrick Gold Corporation*, 2020 QCCS 1697; Déclaration d'appel, 2020-10-01 (C.A.) 500-09-029157-203; Requête en rejet d'appel rejetée (C.A., 2020-12-14) 500-09-029157-203, 2020 QCCA 174.
32. Even if the Representative Plaintiff was successful in having the proposed class action authorized, there remain real risks and additional delays associated with potential appeals brought by Defendants.
33. For these reasons, it is respectfully submitted that the probability of success is far from certain in the present case. The Settlement Agreement thus represents a reasonable compromise that is to the benefit of Settlement Class Members in the circumstances.

iii. The Amount and Nature of Evidence

34. The Representative Plaintiff and his counsel had access to and reviewed relevant information concerning PwC to negotiate in full knowledge of the facts, as most of these documents are publicly reported.

iv. The Attorneys' Recommendations and their Experience

35. Experienced defense and class counsel have negotiated and recommended the terms and conditions of the Settlement after a rigorous process.
36. Class Counsel believes that the Settlement is fair and reasonable, respects the rule of proportionality and provides benefits to the Settlement Class Members in the circumstances and in light of the risks that would arise from continuing the litigation against PwC, versus what could possibly be obtained against PwC in a final judgment.

v. The Future Expenses and Probable Length of the Litigation

37. If the case were to proceed, there is no doubt that there would be protracted litigation and important costs. Solely at the authorization stage, securities class actions are susceptible of generating considerable amounts of legal costs and expert fees for all the parties.
38. For example, following the authorization judgment in *Catucci c. Valeant Pharmaceuticals International Inc.*, 2019 QCCS 3622, the Court noted:

“[3] Even though they had not filed evidence of their expert fees before Justice Chatelain, Plaintiffs sought to have their costs taxed in an amount of \$774,582.70, **the vast majority of which (\$771,303.85) represented expert fees.** The fees claimed were in relation to the request for authorization to bring a damage action under the QSA and not in relation to the class action.

[4] Me Julie Langlois, Special Clerk, taxed the Plaintiffs' costs and awarded \$603,972.75 in expert fees against Valeant and certain of the other Defendants as well as a further amount of \$1,330.89 against all Defendants.”

39. In addition, it is likely that the present action will take several years to be decided on the merits and there would have been a possibility that a successful judgment could be appealed, causing additional delays.
40. Conversely, having obtained a settlement in the form of payments towards the expert fees and other costs and expenses, is in the interests of judicial economy, proportionality and a favourable result for Settlement Class Members.

vi. Approval of the Representative Plaintiff

41. The Representative Plaintiff has provided his instructions to enter into the Settlement on his own behalf and on behalf of the Settlement Class Members and he has signed the Settlement Agreement (Exhibit R-1).

vii. The Number and Nature of any Opt-Outs and/or Objectors

42. The Settlement Class Members had until December 13, 2022, to opt out of the action and/or to object the Settlement Agreement.
43. Following the international dissemination of the Notice of Hearing, the Administrator reports that there were 25 900 views for the Press Release, and 3 127 613 impressions of the ads through the Google Display Network and the Google Search Network, as it appears from the final Report of the Administrator (Exhibit R-3).
44. Importantly, the URL link redirecting to the webpage dedicated to this proposed action included in the Press Release was used 358 times, while the URL link found in the Google Display Network and the Google Search Network ads was used 91 019 times, as appears from the final Report of the Administrator (Exhibit R-3).
45. Despite the impressive scale and reach of the notice dissemination plan, only one individual has requested to opt out of the proposed class action (Exhibit R-5) and no Settlement Class Members have objected to the terms of the Settlement.

viii. Good Faith of the Parties and the Absence of Collusion

46. The Settlement was negotiated at arm's length, in utmost good faith.
47. The negotiations that led to the Settlement were complex and comprehensive, lasting several weeks.
48. By all accounts, the lead up to the Settlement and the negotiations of the details of the settlement were strongly negotiated by parties acting freely, in their own interest, and without unduly influencing each other or being influenced by third parties.

IV. APPROVAL OF FEES

49. Pursuant to sections 1.30, 5.1 and 5.2 of the Settlement, PwC has agreed to pay \$300,000 (inclusive of taxes, interests and costs) towards the legal costs and fees,³ including the cost of any expertise, incurred or to be incurred by Class Counsel in prosecuting the Action.

³ As defined at Article 339 CCP.

- c) sera mis en œuvre par les parties conformément à tous ses termes;
- [5] ORDONNER** que le Montant du règlement est en pleine satisfaction des réclamations quittancées contre les Renonciataires ;
- [6] ORDONNER** que LPC Avocat inc. maintienne le Compte sous écrou comme prévu dans la Convention de règlement;
- [7] ORDONNER et DÉCLARER** que la Défenderesse partie au règlement ne sera pas responsable des Honoraires des avocats du groupe, des Débours des avocats du groupe ou des impôts de l'un des avocats, experts, conseillers, agents ou représentants retenus par les Avocats du groupe, le Demandeur ou les Membres du groupe visé par le règlement, ou de toute sûreté de toute personne ou entité quant à tout paiement à même le Montant du règlement, autre que pour les 300 000 \$ taxes comprises, comme prévu aux articles 1.30, 5.1 et 5.2 de la Convention de Règlement;
- [8] ORDONNER et DÉCLARER** que la Défenderesse partie au règlement n'assume aucune responsabilité liée :
- a) l'administration de la Convention de règlement;
- b) au Compte sous écrou (autre que celle expressément énoncée dans la Convention de règlement); ou
- c) l'attribution du Montant du règlement aux coûts et frais juridique.
- [9] DÉCLARER** que la Convention de règlement (incluant son Préambule, ses Définitions et ses Annexes) constitue un transaction en vertu de l'article 2631 du *Code civil du Québec*.
- c) shall be implemented by the parties in accordance with all its terms;
- [5] ORDER** that the Settlement Amount is in full satisfaction of the Released Claims against the Releasees;
- [6] ORDER** that Class Counsel shall maintain the Escrow Account as provided for in the Settlement Agreement;
- [7] ORDER and DECLARE** that the Settling Defendant shall not be liable for any Class Counsel Fees, Class Counsel Disbursements, or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Applicant or the Settlement Class Members, or any lien of any person or entity on any payment from the Settlement Amount, other than for the \$300,000 inclusive of taxes, as provided for at sections 1.30, 5.1 and 5.2 of the Settlement;
- [8] ORDER and DECLARE** that the Settling Defendant shall have no responsibility in:
- a) the administration of the Settlement Agreement;
- b) the Escrow Account (other than as expressly set out in the Settlement Agreement); or
- c) the allocation of the Settlement Amount to legal costs and fees.
- [9] DECLARE** that the Settlement Agreement (including its Recitals, its Definitions and its Schedules) constitutes a transaction pursuant to article 2631 of the *Civil Code of Quebec*.

[10] DÉCLARER que toutes les dispositions de la Convention de règlement (y compris le Préambule et les Définitions) lient le Demandeur, les Membres du groupe visé par le règlement, la Défenderesse partie au règlement; l'Avocat du groupe, les Renonciataires et les Renonciateurs ou l'un d'entre eux, tel que ces termes sont définis dans la Convention de règlement ;

[11] ORDONNER et DÉCLARER que la Convention de règlement et le présent Jugement lient les Membres du groupe visé par le règlement;

[12] ORDONNER et DÉCLARER que :

a) à compter de la Date d'entrée en vigueur, et en contrepartie du paiement du Montant du règlement, et pour toute autre contrepartie valable stipulée dans la Convention de règlement, les Renonciateurs renoncent et libèrent définitivement et absolument les Renonciataires des Réclamations quittancées qu'ils ont eues, ont maintenant ou pourraient avoir, directement, indirectement par voie dérivée ou à tout autre titre;

b) à la Date d'entrée en vigueur, pour tout Membre du groupe visé par le règlement résidant dans une province ou un territoire où la libération d'un auteur du délit est une libération de tous les autres auteurs du délit, les Renonciateurs ne libèrent pas les Renonciataires, mais s'engagent plutôt à ne pas présenter toute réclamation de quelque manière que ce soit ou de menacer, d'engager, de participer ou de poursuivre toute procédure dans toute juridiction contre les Renonciataires à l'égard de ou en relation avec les Réclamations quittancées.

c) à la Date d'entrée en vigueur, l'Action sera déclarée réglée à l'amiable, sans frais,

[10] DECLARE that all provisions of the Settlement Agreement (including Recitals and Definitions) are binding upon the Plaintiff, the Settlement Class members, the Settling Defendant, Class Counsel, the Releasees and the Releasers or any of them, as defined in the Settlement Agreement;

[11] ORDER and DECLARE that the Settlement Class Members shall be bound by the Settlement Agreement and this Judgment;

[12] ORDER and DECLARE that:

a) as of the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release, relinquish and discharge the Releasees from the Released Claims that it, whether directly, indirectly, derivatively, or in any other capacity, ever had, now has or hereafter can, shall or may have;

b) upon the Effective Date, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Releasees, but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims;

c) upon the Effective Date, the Action shall be declared settled out of Court, and without costs, as against the Settling Defendant, and the Parties shall sign and file with the court office a notice of

à l'encontre de la Défenderesse partie au règlement, et les Parties signeront et déposeront au greffe un avis de règlement des Procédures, le cas échéant;

[13] DÉCLARER que :

a) les Membres du groupe visé par le règlement renoncent expressément au bénéfice de la solidarité contre les Défendeurs non parties au règlement en ce qui concerne les faits et actes des Renonciataires, et les Défendeurs non parties au règlement sont ainsi libérées quant à la responsabilité proportionnelle des Renonciataires prouvée au procès ou autrement, le cas échéant ;

b) la Cour supérieure du Québec aura pleine autorité pour déterminer la responsabilité proportionnelle des Renonciataires au procès ou autre résolution de l'Action, que les Renonciataires comparaissent ou non au procès ou autrement, et la responsabilité proportionnelle des Renonciataires sera déterminée comme si les Renonciataires étaient parties à l'Action ;

c) le Demandeur et les Membres du groupe visé par le règlement ne pourront désormais réclamer et recouvrer que des dommages-intérêts, y compris des dommages-intérêts punitifs, attribuables à la conduite des Défendeurs non partis au règlement;

d) toute action en garantie ou autre mise en cause pour obtenir une contribution ou une indemnité des Renonciataires ou relative aux Réclamations quittancées sera irrecevable et nulle;

[14] ORDONNER et DÉCLARER que cette Cour conservera la compétence d'interpréter et de faire appliquer les termes, conditions et obligations de la Convention de règlement et du présent Jugement;

settlement of the Proceedings as applicable;

[13] DECLARE that:

a) the Settlement Class Members expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts and deeds of the Releasees, and the Non-Settling Defendants are thereby released with respect to the proportionate liability of the Releasees proven at trial or otherwise, if any;

b) the Superior Court of Quebec shall have full authority to determine the proportionate liability of the Releasees at the trial or other disposition of the Action, whether or not the Releasees appear at the trial or other disposition and the proportionate liability of the Releasees shall be determined as if the Releasees are parties to the Action;

c) the Applicant and the Settlement Class Members shall henceforth only be able to claim and recover damages, including punitive damages, attributable to the conduct of the Non-Settling Defendants;

d) any action in warranty or other joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void;

[14] ORDER and DECLARE that this Court shall retain continuing jurisdiction to interpret and enforce the terms, conditions and obligations under the Settlement Agreement and this Judgment;

[16] CONFIRMER qu'aucun avis du jugement n'a besoin d'être publié étant donné qu'il n'y a pas de liquidation individuelle aux Membres du groupe relativement à la présente affaire;

[16] CONFIRM that no notice of the judgment need be published as there is no individual liquidation to the Settlement Class Members in this matter;

[17] APPROUVER le paiement aux avocats du groupe de 300 000 \$, taxes comprises, comme prévu aux articles 1.30, 5.1 et 5.2 de la Convention de Règlement;

[15] APPROVE the payment to Class Counsel of \$300,000 inclusive of taxes, as provided for at sections 1.30, 5.1 and 5.2 of the Settlement;

[18] LE TOUT, sans frais de justice.

[16] THE WHOLE, without legal costs.

Montreal, December 15, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

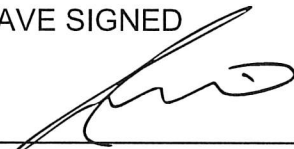
Mtre Joey Zukran
Attorney for the Representative Plaintiff
276 Saint-Jacques Street, Suite 801
Montreal, Quebec, H2Y 1N3
Tel: (514) 379-1572
Fax: (514) 221-4441
jzukran@lpclex.com

SWORN STATEMENT OF JOEY ZUKRAN

I, Joey Zukran, attorney, practising my profession at 276, rue Saint-Jacques, Suite 801, Montreal, Quebec, H2Y 1N3, solemnly affirm:

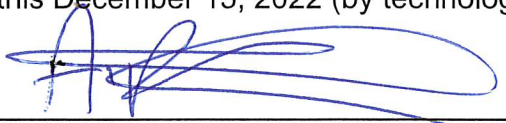
1. That I am the attorney for the Representative Plaintiff in the present Action;
2. That I have taken cognizance of the Application attached and the facts alleged therein are accurate to the best of my knowledge;
3. That said Application is made in good faith.

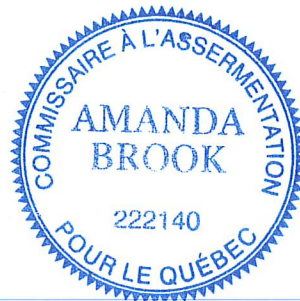
AND I HAVE SIGNED



Joey Zukran

Solemnly affirmed before me at Montreal
this December 15, 2022 (by technological means)



Amanda Brook

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(Class Action)
SUPERIOR COURT

NO: 500-06-001173-216

TARIQUE PLUMMER

Representative Plaintiff

v.

**NUVEI CORPORATION
ET ALS.**

Defendants

LIST OF EXHIBITS

- Exhibit R-1:** Copy of the Settlement Agreement executed on September 29, 2022;
- Exhibit R-2** Copy of the notification by email and the written notice to the Autorité des marchés financiers on November 8, 2022;
- Exhibit R-3:** Final Report of the Administrator Velvet Payments dated December 13, 2022;
- Exhibit R-4:** List of Brokers, Schedule 2 to the Settlement Agreement;
- Exhibit R-5:** Copy of the opt-out form dated November 13, 2022;
- Exhibit R-6:** Copy of the mandate agreement

Montreal, December 15, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.
Mtre Joey Zukran
Attorney for the Representative Plaintiff
izukran@lpclex.com

NOTICE OF PRESENTATION

TO: Me Alain Riendeau / Me Noah Boudreau
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nathalie.guilbert@justice.gouv.qc.ca
Counsel for the FAAC

TAKE NOTICE that the present Application to Approve the Settlement Agreement shall be presented for adjudication before the Honourable Christian Immer, J.S.C., on **December 20, 2022 at 9:30 a.m.**, in room 15.09 of the Montreal Courthouse, situated at 1 Notre-Dame Street East, Montréal (Quebec), H2Y 1B6.

Montreal, December 15, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.
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Defendants

APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT
(Arts. 590 and 593 CCP, s. 58 of the *Regulation of the Superior Court of Québec in civil matters*, CQLR c C-25.01, r 0.2.1, s. 32 of the *Act Respecting the Fonds d'aide aux actions collectives*, ch. F- 3.2.0.1.1, and s. 225.7 of the *Securities Act*, CQLR c V-1.1)

ORIGINAL

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