

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(Class Action)
SUPERIOR COURT

NO: 500-06-001373-253

TOM VERGADOS

and

PHILIPPE COMTOIS

Plaintiffs

-VS.-

CHOCMOD CANADA INC.

Defendant

NATIONAL SETTLEMENT AGREEMENT
Made at Montreal on the 5th day of May, 2026

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**TRUFFETTES DE FRANCE CANADIAN CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

WHEREAS capitalized terms used herein have the meanings ascribed to them in Section I of this Settlement Agreement or as otherwise defined herein;

WHEREAS on April 7, 2025, the Plaintiffs commenced a proposed class action by filing an Application for Authorization in the Superior Court of Québec, bearing Court File No. 500-06-001373-253;

WHEREAS on July 28, 2025, the Application for Authorization was amended;

WHEREAS the Action alleges that the Defendant marketed and sold the Truffettes de France Products in Canada using false or misleading representations regarding their country of origin, including allegations that the products were represented as originating from France when they allegedly originate from Canada;

WHEREAS the Plaintiffs maintain that the claims asserted in the Action are valid and meritorious;

WHEREAS the Defendant does not admit, through the execution of this Settlement Agreement or otherwise, any of the allegations of fault, breach of duty or unlawful conduct alleged in the Action, and otherwise denies all liability and asserts that it has complete defences in respect of the merits of the Action;

WHEREAS the Plaintiffs, Class Counsel and the Defendant agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendant or evidence of the truth of any of the Plaintiffs' allegations against the Defendant, which allegations are expressly denied by the Defendant;

WHEREAS the Parties have engaged in arm's-length negotiations and have agreed to enter into this Settlement Agreement in order to achieve an early, full, and final resolution of all claims asserted or which could have been asserted against the Defendant by the

Plaintiffs and the Class Members in the Action, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

WHEREAS the Parties and their respective counsel have reviewed and fully understand the terms of this Settlement Agreement and, having regard to the facts and law applicable to the claims asserted in the Action, the risks and uncertainties of continued litigation (including trial and appeal), and the potential recovery available to the Class, have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Class;

WHEREAS, subject to the issuance of the Settlement Approval Order and the occurrence of the Effective Date, the Action shall be fully and finally settled and terminated in accordance with the terms of this Settlement Agreement;

WHEREAS the Parties have agreed to a national, class-wide settlement of the Action, including the Released Claims by the Class Members;

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that, as of the Effective Date, the Action and all Released Claims shall be fully and finally settled as between the Plaintiffs and the Class, on the one hand, and the Defendant, on the other hand, in accordance with the terms of this Settlement Agreement.

SECTION I – DEFINITIONS

In this Settlement Agreement and in the attached Schedules, which form an integral part hereof and are incorporated by reference, the following terms shall have the meanings set forth below, unless the context or this Agreement otherwise requires. Terms used in the singular shall be deemed to include the plural, and vice versa, where appropriate.

1.1 “Account” means the interest-bearing trust account held at a Canadian Schedule I bank, under the control of the Claims Administrator, into which the Settlement Fund shall be deposited by the Defendant for the benefit of the Class Members;

1.2 “Action” or “Class Action” means the proceeding commenced by the Plaintiffs against the Defendant in the Superior Court of Québec, Court File No. 500-06-001373-253, *Vergados and Comtois v. Chocmod Canada Inc.*;

1.3 “Agreement” or “Settlement Agreement” means this Settlement Agreement, including all Schedules attached hereto, and any written and executed amendments hereto;

1.4 “Application for Authorization” means Plaintiffs’ *Application to Authorize the Bringing of a Class Action & to Appoint the Plaintiffs as Representative Plaintiffs* dated April 7, 2025, as amended on July 28, 2025;

1.5 “Authorization Judgment” means the judgment of the Court authorizing the Class Action for settlement purposes only and approving the Notice and the Notice Plan, in the form attached as Schedule D;

1.6 “Claim” means a request for compensation submitted by a Class Member pursuant to this Settlement Agreement, on a Claim Form, and received by the Claims Administrator, or postmarked, no later than the Claims Deadline;

1.7 “Claim Form” means the form, substantially in the form attached as Schedule F, which may be used by Class Members to submit a Claim to the Claims Administrator;

1.8 “Claim Period” means the time period during which Class Members may submit Claim Forms, commencing on the date the Notice is first published, and continuing until the Claims Deadline;

1.9 “Claims Administration Expenses” means all fees, costs, and expenses of the Claims Administrator to perform the various administrative tasks related to the administration of this Settlement Agreement and the implementation of the terms and conditions of this Settlement Agreement and will be paid out of and deducted from the Settlement Fund pursuant to article 598 C.C.P.;

1.10 “Claims Administrator” means the firm proposed by the Parties and appointed by the Court to administer the Settlement Fund and perform the duties set forth in Section IV of this Agreement;

1.11 “Claims Deadline” means 11:59 p.m. (Pacific Time) on the date that is 90 days after the date the Notice is first published, by which all Claim Forms must be submitted pursuant to this Settlement Agreement to the Claims Administrator;

1.12 “Class” or “Class Member” means all persons resident in Canada, excluding the Excluded Persons, who purchased Truffettes de France Product(s) during the Class Period and did not opt out;

1.13 “Class Counsel” means Actis Law Group Inc.;

1.14 “Class Counsel Fees and Disbursements” means the fees, disbursements, costs, and applicable taxes of Class Counsel, as more particularly described in Section VIII of this Settlement Agreement;

1.15 “Class Period” means the period between April 7, 2022 and the Effective Date;

1.16 “Common Issue” means: “Did the Defendant engage in unfair, false, misleading, or deceptive acts or practices regarding the manufacturing, distributing, marketing, advertising, representations, promotion, packaging, labelling, and/or sale of the Truffettes de France Products?”;

1.17 “Court” means the Superior Court of Quebec;

1.18 “Defence Counsel” means Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.;

1.19 “Defendant” means Chocmod Canada Inc.;

1.20 “Effective Date” means the date on which the Settlement Approval Order becomes a final order, either when the appeal period expires without any appeals or, if an appeal is taken, the date on which all appeals are finally resolved in a manner permitting the Settlement to become effective;

1.21 “Eligible Claimant” means Class Members that submit a valid Claim to the Claims Administrator before the Claims Deadline;

1.22 “Excluded Persons” means: (i) the Defendant and its directors, officers, parents, subsidiaries, and affiliates; entities in which the Defendant or its affiliates hold a controlling interest; and the legal representatives, heirs, successors, and assigns of each of the foregoing and (ii) persons who file a valid and timely Opt-Out Form;

1.23 “Execution Date” means the date appearing on the cover page of this Settlement Agreement on which the Parties executed the Agreement;

1.24 “Final Report” means a report, prepared by the Claims Administrator, setting out, *inter alia*:

- i. The number of approved Claims;
- ii. The number of Claims rejected by the Claims Administrator; and
- iii. The amount paid to each Eligible Claimant with an approved Claim;

1.25 “Net Settlement Fund” means the amount remaining in the Settlement Fund after payment of Notice Expenses, Translation Expenses, Claims Administration Expenses, and Class Counsel Fees and Disbursements;

1.26 “Notice” means the short-form notice and the long-form notice, substantially in the forms attached as Schedules B and C of this Settlement Agreement, to be disseminated

once approved by the Court in respect of: (i) the right and deadline to opt out of the Action for the Class Members; (ii) the right and deadline to make an Objection to the Settlement Agreement; (iii) the date, time and location of the Settlement Approval Hearing; and (iv) a general summary of the terms of this Settlement Agreement;

1.27 “Notice Expenses” means all costs incurred by Class Counsel in connection with the implementation of the Notice Plan, which includes: publication costs, the costs of direct notice, online publishing, and the social media campaign;

1.28 “Notice Plan” means the plan for dissemination of the Notice, substantially as described at Schedule D of the Settlement Agreement;

1.29 “Objection Deadline” means the date which is thirty (30) days after the date on which the Notice is first published;

1.30 “Opt-Out Deadline” means the date which is thirty (30) days after the date on which the Notice is first published;

1.31 “Opt-Out Form” means a confirmation of a Class Member to opt out of the Action, substantially in the form attached as Schedule G;

1.32 “Parties” means, collectively, the Plaintiffs and the Defendant; each of them, individually, being a **“Party”**;

1.33 “Plaintiffs” means Tom Vergados and Philippe Comtois;

1.34 “Released Claims” means any and all claims, demands, rights, actions, suits, causes of action, claims for remedial orders, damages of any kind whatsoever, debts, losses, costs and liabilities of any and every nature whatsoever, including interest, expenses, settlement administration expenses (including Notice Expenses), penalties, and lawyers’ fees (including Class Counsel Fees and Disbursements), whether personal or subrogated, direct or indirect, known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, whether arising in law, under statute or in equity, that the Plaintiffs and the Class Members either directly, indirectly, derivatively, or in any other capacity, ever had, now have or hereafter can, shall, or may have, against the

Released Parties or any of them arising from, or relating in any way to, any of the facts and matters alleged in the Action, including, without limiting the generality of the foregoing, the Released Parties' manufacturing, marketing, advertising, packaging, labelling, sale, or representation of the Truffettes de France Products as products of France, throughout Canada;

1.35 "Released Parties" means jointly and severally, individually and collectively, the Defendant, Chocmod Canada Inc., as well as Overseas Food Trading Ltd., and each of their respective past and present parents, subsidiaries, affiliates, partners, insurers, reinsurers, all suppliers, distributors, retailers, and any other persons or entities that may bear any responsibility or be subject to any claim relating in any way to the facts alleged in the Action, including those connected to the manufacturing, distributing, labelling, packaging, marketing, advertising, sale, or representation of the Truffettes de France Products, and all other persons, partnerships, corporations, limited partnership, limited liability company, association, joint stock company, trust or unincorporated association with whom any of the foregoing have been, or are now, affiliated, and each of their respective past and present officers, directors, employees, agents, stockholders, attorneys, servants, trustees, beneficiaries, representatives, insurers and reinsurers, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing;

1.36 "Releasing Parties" means, jointly and severally, individually and collectively, the Plaintiffs and the Class Members, and all of their respective heirs, executors, trustees, administrators, assigns, attorneys, representatives, partners, and insurers, any party with a subrogated right of action, and their predecessors, successors, heirs, executors, trustees, administrators, and assignees;

1.37 "Releasors" means, individually and collectively, the Plaintiffs and the Class Members, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, insurers, guardians, agents and assigns, and all those who claim through them or who assert duplicative claims for relief on their behalf. Excluded are any Class Members who properly request to be excluded from the Class as detailed herein;

1.38 “Residual Settlement Amount” means any funds remaining in the Net Settlement Fund after payment of all eligible Claims;

1.39 “Settlement” means the terms and conditions of this Agreement, as approved by the Court;

1.40 “Settlement Approval Hearing” means the hearing to be held by the Court on such date as the Court may order at which the applicable Parties seek the Settlement Approval Order and, as the case may be, approval of Class Counsel Fees and Disbursements to determine the fairness, adequacy, and reasonableness of the Agreement;

1.41 “Settlement Approval Order” means the final judgment rendered by the Court approving this Settlement Agreement;

1.42 “Settlement Fund” means the all-inclusive total amount of \$300,000.00 CAD, payable by the Defendant within 30 days of the Execution Date, together with any interest accrued thereon after it has been transferred to the Account pursuant to Section III of this Settlement Agreement;

1.43 “Settlement Website” means www.trufflesettlement.ca;

1.44 “Translation Expenses” means the expenses incurred by Class Counsel in order to translate the Settlement Agreement and its Schedules as paid for from the Settlement Fund;

1.45 “Truffettes de France Product(s)” means any of the Truffettes de France, and includes any such products containing the phrase “Truffettes de France” on their label, including without limitation the following:

- a) Original Cocoa Truffles,
- b) Milk Chocolate Truffles,
- c) Milk & Hazelnut Truffles,
- d) Milk & Almond Truffles,
- e) Salted Caramel Cocoa Truffles,

- f) Coffee Crunch Truffles,
- g) Cognac Champagne Truffles,
- h) Organic Original Truffles,
- i) Organic Caramel Cocoa Truffles,
- j) Raspberry Flavoured Cocoa Truffles,
- k) French Mallows
- l) 70% Cacao Truffles;
- m) “Pépites” Truffles;
- n) Double Coated Truffles;

SECTION II – AUTHORIZATION, NOTICE APPROVAL, AND SETTLEMENT APPROVAL

2.1 No Admission of Liability or Wrongdoing

Whether or not this Settlement Agreement is approved, implemented, or terminated, this Settlement Agreement and all terms contained herein – including any negotiations, discussions, correspondence, documents, proceedings, and actions taken in connection with this Settlement Agreement – shall not be deemed, construed, or interpreted as an admission or concession by the Defendant of any violation of any statute, regulation, or law, of any wrongdoing or liability, or of the truth or validity of any claims or allegations asserted in the Action or in any other pleading filed by the Plaintiffs.

2.2 Best Efforts to Implement Settlement

The Parties shall use their best efforts, in good faith, to carry out, implement, and effectuate the terms and intent of this Settlement Agreement.

2.3 Application for Authorization for Settlement Purposes and Approval of Notice

- a) Application for Authorization for Settlement Purposes and Approval of Notice**

As soon as reasonably practicable following execution of this Settlement Agreement, the Plaintiffs shall file an application with the Court for an order granting the Authorization

Judgment, which will: (i) authorize the class action for the settlement purposes; (ii) approve the Notice, the Notice Plan, the Opt-Out Deadline and the Objection Deadline; and (iii) set a date for the Settlement Approval Hearing.

b) Consent to Authorization for Settlement Purposes

For settlement purposes only and without any admissions whatsoever, the Defendant will consent to the Authorization Judgment.

c) Appointment of Representative Plaintiffs and Class Counsel

For settlement purposes only and without any admissions whatsoever, the Defendant consents to the appointment of the Plaintiffs as the representative plaintiffs of the Class and; (2) the appointment of Class Counsel as counsel for the Class.

2.4 Application for Approval of the Settlement

The Plaintiffs shall file an application seeking Court approval of the Settlement as soon as reasonably practicable after the Authorization Judgment has been rendered and following the publication and dissemination of the Notice.

SECTION III – SETTLEMENT CONSIDERATION

3.1 Payment of the Settlement Fund

a) Funding of the Settlement Fund

Within 30 days of the Execution Date, the Defendant shall pay the sum of \$300,000.00 CAD as a Settlement Fund to the Claims Administrator for deposit into the Account, in full and final satisfaction of all monetary obligations under this Settlement Agreement and for the benefit of the Class.

b) Responsibility for Notice, Translation and Administration Expenses Prior to Funding

Until the Settlement Fund has been fully deposited into the Account, the Defendant shall be responsible for the payment of all Notice Expenses, Translation Expenses, and Claims Administration Expenses. Any such amounts paid by Defendant prior to deposit shall be

deducted from the Settlement Fund before it is paid to the Claims Administrator for deposit into the Account.

c) Limitation of Financial Obligations

Except for the Settlement Fund as expressly provided herein, none of the Released Parties shall have any obligation to pay any additional amounts for any purpose pursuant to or in furtherance of this Settlement Agreement. The Settlement Fund is inclusive of all amounts claimed in the Action, including, but not limited to, damages, interest, any notice or other administrative costs, taxes, Class Counsel Fees and Disbursements, and no other amount whatsoever shall be payable by the Defendant under the Settlement Agreement.

d) Return of Settlement Fund if Settlement Agreement is Not Approved or is Terminated

In the event that the Court does not render the Settlement Approval Order, the Effective Date does not occur, or this Settlement Agreement is otherwise terminated or rendered null and void in accordance with its terms, the Claims Administrator shall, within (10) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Defendant the amount the Defendant paid into the Account, plus all accrued interest thereon, and less any Notice Expenses, Translation Expenses, and Claims Administration Expenses incurred, if applicable.

3.2 Interest, Bank Fees, and Taxes

a) Investment of the Settlement Fund and Accrual of Interest

Upon establishment of the Account, the Settlement Fund may be invested in short-term, interest-bearing instruments, as mutually agreed upon by Class Counsel and Defendant. The principal and any interest earned may be reinvested upon maturity in similar instruments, subject at all times to the liquidity requirements of the Account to ensure the timely availability of sufficient funds to pay all invoices, taxes, fees, costs, expenses, and

other required disbursements. All interest earned shall accrue to and become part of the Settlement Fund.

b) Bank Fees and Account Charges

All bank fees, service charges, or other account-related expenses incurred in connection with the Account shall be paid from and charged against the Settlement Fund.

c) Taxes and Tax Reporting Obligations

All taxes payable on any interest earned on the Settlement Fund held in the Account, or otherwise arising in connection with the Settlement Fund, shall be paid from the Account. Class Counsel or the Claims Administrator shall be responsible for complying with all applicable tax reporting, filing, and payment obligations arising from the Settlement Fund held in the Account, including any obligation to report taxable income and remit taxes. All such taxes, including any applicable interest and penalties, shall be paid from the Account.

3.3 Settlement Benefits to Class Members

a) Individual Payment Amounts and Purchase Limits

Each Class Member shall be eligible to receive a payment of \$3.00 CAD for each Truffettes de France Product purchased during the Class Period, up to a maximum of three products per Eligible Claimant without proof of purchase, for a maximum payment of \$9.00 CAD subject to pro rata increases or decreases as outlined in Section 3.5 e).

Class Members who submit valid proof of purchase shall not be subject to the foregoing cap and may claim reimbursement for all eligible purchases, subject to the terms of this Agreement.

b) Claim Submission Requirements

To receive a Settlement payment, each Class Member must submit a valid and timely Claim Form before the Claims Deadline, substantially in the form attached as Schedule F, either electronically or by mail to the Claims Administrator. The amount ultimately paid to

each Eligible Claimant shall be determined in accordance with Section 3.5 e) of this Agreement and may be subject to pro rata adjustment based on the total number of valid Claims submitted.

For each Claim, the Class Member must state the number of Truffettes de France Products purchased and represent that such purchase or purchases were made in Canada during the Class Period.

3.4 Injunctive Relief – Brand Modification

a) Cessation of Existing Brand Name and Adoption of New Brand

As additional consideration for this Settlement, the Defendant agrees to cease the use of the brand name “Truffettes de France” in Canada and to adopt the brand name “Truffettes à la Française”, subject to the approval of the Defendant’s trademark application for the new brand name, which was filed on July 1, 2025. If the new brand name is not approved, Defendant agrees to display the designation “Made in Canada” more prominently and visibly on its product packaging.

The Defendant shall provide an update on the above injunctive relief provision to Class Counsel within twelve (12) months of the Effective Date, including the status of the trademark application, the new branding adopted, or, if applicable, the manner in which the “Made in Canada” designation has been made more prominent and visible on its product packaging.

The Plaintiffs and Class Counsel acknowledge and agree that the changes implemented by the Defendant as additional consideration for this Settlement are satisfactory, reasonable, sufficient and in compliance with the law. The Parties further acknowledge and agree that: (i) the cessation of the use of the brand name “Truffettes de France” in Canada and the adoption of the brand name “Truffettes à la Française,” subject to approval of the relevant trademark application, or (ii) if such approval is not obtained, the more prominent and visible display of the designation “Made in Canada” on the product packaging, does not constitute and shall not be construed as, a misrepresentation or

misleading representation of any kind regarding the geographic origin or place of manufacture of the product.

b) Implementation Timeline and Label Transition

In light of the logistical requirements associated with designing, producing, and implementing revised product labels, the Defendant shall implement the brand modification on a rolling basis following a reasonable period of time after approval of its trademark application for the new brand name, having regard to the logistical requirements associated with the design, production, and deployment of revised product labels.

Notwithstanding anything in this Settlement Agreement to the contrary, nothing herein shall be construed to limit, restrict, or otherwise affect the Defendant's right, at any time and in its sole and absolute discretion, to make any changes, revisions, additions, deletions, or modifications to its product labels, packaging, or marketing materials; provided; however, that any such changes shall not limit, alter, or otherwise affect the Defendant's obligations under this Settlement Agreement and shall not constitute a false or misleading representation regarding the geographic origin of the Truffettes de France Products, as described in the Common Issue.

Nothing in this Settlement Agreement shall be construed to prohibit, restrict, or otherwise limit the sale, distribution, marketing, or continued offering for sale of any existing inventory of Truffettes de France products bearing prior branding, labelling, or packaging, whether by the Defendant or by any retailers, distributors, or wholesalers, including during any label roll-out period referenced in this Agreement.

3.5 Disbursements from the Settlement Fund

a) Order of Payments

In accordance with the payment schedule set forth in this Agreement, amounts held in the Settlement Fund shall be disbursed in the following order of priority:

- i. First, to pay the Notice Expenses, Translation Expenses, Claims Administration Expenses, and Class Counsel Fees and Disbursements;
- ii. Second, to pay any applicable charges, fees, and taxes incurred by or assessed against the Settlement Fund;
- iii. Third, to pay eligible and valid Claims submitted by Class Members;
- iv. Fourth, to pay the *Fonds d'aide aux actions collectives* in accordance with applicable laws and regulations; and
- v. Fifth, to distribute to the *Cy Près* recipient(s) in accordance with Section 3.5 f) of this Agreement.

b) Notice Expenses

Notice Expenses consist of those expenses to be incurred by Class Counsel and payable by the Claims Administrator from the Settlement Fund as soon as practicable after the deposit of the Settlement Fund monies by the Defendant.

c) Translation Expenses

Translation Expenses consist of those expenses incurred by Class Counsel, including those incurred to translate this Settlement Agreement and its Schedules.

Translation Expenses shall be paid by the Claims Administrator from the Settlement Fund as soon as practicable after the deposit of the Settlement Fund monies by the Defendant.

In the event that the Settlement Fund has not been funded by the date that payment of the Translation Expenses becomes due, the Defendant shall pay the Translation Expenses directly to Class Counsel. Any amounts so paid by the Defendant shall be reimbursed to the Defendant from the Settlement Fund or credited against the Defendant's funding obligation, as applicable, upon funding of the Settlement Fund.

d) Net Settlement Fund

The amount remaining in the Settlement Fund after payment of the Notice Expenses, Translation Expenses, Claims Administration Expenses, and Class Counsel Fees and Disbursements shall constitute the “Net Settlement Fund.”

e) Pro Rata Adjustment of Eligible Claims

If the aggregate amount of all timely, valid, and approved eligible Claims submitted by Class Members exceeds the Net Settlement Fund, after accounting for all fees, payments, and costs payable from the Settlement Fund under this Settlement Agreement, each Eligible Claimant’s initial Claim Amount shall be reduced on a pro rata basis so that the total amount distributed does not exceed the available Settlement Fund balance.

If, conversely, the aggregate amount of all timely, valid, and approved eligible Claims results in a remaining positive balance in the Net Settlement Fund, such remaining funds shall be used to increase Eligible Claimants’ recovery on a pro rata basis, up to a maximum of one hundred percent (100%) of each Class Member’s initial Claim Amount. By way of example only, a Class Member who submits an Initial Claim of \$9.00 CAD may receive up to \$18.00 CAD in total if sufficient funds remain.

The Claims Administrator shall calculate each authorized Class Member’s pro rata share based on the information provided in the Claim Form and the total number of valid Claims. Accordingly, the final amount payable to each Class Member shall not be determined until the Claims Period has concluded and all Claims have been reviewed and calculated.

f) Residual Settlement Amount and Cy Près Distribution

Subject to Court approval, any Residual Settlement Amount exceeding \$10,000 shall be distributed on an equal basis to Food Secure Canada and *Dans la rue*. Where the Residual Settlement Amount is \$10,000 or less, the full amount shall be distributed to *Dans la rue*. In all cases, any cy-près distribution shall occur only after the payment of all amounts required to be remitted to the *Fonds d’aide aux actions collectives* in accordance with applicable laws and regulations.

In light of the fact that Quebec's population represents approximately 22% of the population of Canada, the Parties agree that any claim by the *Fonds d'aide aux actions collectives* shall be limited to 22% of the Residual Settlement Amount, subject to applicable law and court approval.

SECTION IV – CLAIMS DEADLINES, CLAIM FORMS, AND CLAIMS ADMINISTRATION

4.1 Claims Deadline and Submission Requirements

All Claims must be submitted on a completed Claim Form and must be received by the Claims Administrator, or postmarked, on or before the Claims Deadline.

4.2 Notice of Claims Deadline and Effect of Failure to Timely File

The Claims Deadline shall be clearly stated in the Notice, on the Settlement Website, on Class Counsel's website, and on the Claim Form. Class Members who do not timely submit a completed Claim Form shall not be eligible to receive benefits under this Settlement Agreement, but shall nonetheless be bound by all remaining terms of the Settlement.

4.3 Methods of Claim Submission and Confidentiality

Class Members may submit completed and signed Claim Forms (either manually or electronically) to the Claims Administrator by mail, private courier, facsimile, online submission, or as an attachment to an email. All information provided by Class Members on Claim Forms shall be kept confidential, used solely for purposes of reviewing and administering the Settlement Agreement, and shall not be used for marketing or any other commercial purpose.

4.4 Review of Claims and Cure of Deficiencies

The Claims Administrator shall be responsible for distributing the Settlement Fund. The Claims Administrator shall permit any Class Member who submits a timely Claim to cure deficiencies in the Claim Form or related documentation within thirty (30) days of the

Claims Administrator's request. To facilitate this process, the Claims Administrator shall issue a deficiency letter, substantially in the form attached as Schedule H.

4.5 Determination of Claim Validity

The validity of Claims submitted by Class Members, or by persons purporting to be members of the Class, shall be determined by the Claims Administrator in consultation with Class Counsel. Any Class Member whose claim is rejected shall have the right to request reconsideration within 30 days after receipt of a Deficiency Letter substantially in the form attached hereto as Schedule H.

4.6 Administration of Claims

The Claims Administrator shall administer the terms of this Settlement Agreement by resolving Claims in a cost-effective and timely manner and shall consult with Class Counsel as necessary to assist in resolving individual Claims or categories of Claims.

4.7 Retention of Claims Administrator and Payment of Expenses

The Plaintiffs have provisionally retained Angeion Group LLC as the Claims Administrator to implement the terms of this Settlement Agreement. As provided herein, all Claims Administration Expenses shall be paid from the Settlement Fund.

4.8 Duties of the Claims Administrator

The Claims Administrator shall assist with the Settlement Agreement administration, including, without limitation: (1) responding to oral and written inquiries from Class Members and/or forwarding such inquiries to Class Counsel; (2) receiving and maintaining, on behalf of the Court and the Parties, correspondence from Class Members regarding requests for exclusion (Opt Outs); (3) establishing and maintaining the Settlement Website; (4) establishing a toll-free telephone number, mutually agreed upon by the Parties, to provide Settlement-related information to Class Members; (5) receiving, processing, and reviewing Claims and distributing payments to Eligible Claimants; (6) delivering a Final Report to Class Counsel and Defence Counsel and the Court within

thirty (30) days from the payments being issued to the Eligible Claimants with approved Claims; and (7) otherwise assisting with the administration of the Settlement Agreement.

4.9 Performance Standards for the Claims Administrator

The contract with the Claims Administrator shall require compliance with the following performance standards:

- i. The Claims Administrator shall accurately and objectively describe the provisions of the Settlement Agreement and shall train and instruct its employees and agents to do the same in all communications with Class Members;
- ii. The Claims Administrator shall provide prompt, accurate, and objective responses to inquiries from Class Counsel, Defence Counsel, or their respective designees;
- iii. The Claims Administrator shall maintain clear and accurate records of all communications with Class Members, all Claims determinations, and all tasks performed in connection with the Notice and Claims administration processes.

SECTION V – OBJECTING AND OPTING OUT

5.1 Objections

a) Right to Object

Any Class Member shall have the right to object to this Settlement Agreement. A Class Member may object by submitting to the Claims Administrator or Class Counsel a written objection stating any reasons why the terms of this Settlement Agreement should not be approved. All objections, including any supporting briefs, papers, or evidence, must be in writing and must be delivered by pre-paid mail, courier, facsimile, or email and received by the Claims Administrator or Class Counsel no later than the Objection Deadline.

b) Content of Objection

Any objection to or related to the Settlement Agreement must include the following: (i) a caption or title clearly identifying the submission as an “Objection to the Settlement”; (ii)

information sufficient to identify and contact the objecting Class Member, including the Class Member's name, address, email address, and telephone number, as well as the same information for the Class Member's counsel, if represented; (iii) a declaration that the person believes they are a Class Member and the reason for that belief, including documentary proof; (iv) a clear and concise statement of the nature of the objection and the reasons for the objection, together with any documents or information sufficient to establish the objector's standing as a Class Member; (v) whether the person intends to appear at the Settlement Approval Hearing and, if so, if the person intends to appear by counsel, and if by counsel, the coordinates of their counsel; and (vi) a declaration signed under penalty of perjury, stating that the information provided in the objection is true and correct.

c) Provision of Objections

The Claims Administrator shall promptly provide Class Counsel and Defence Counsel with copies of any objection and all accompanying documentation.

5.2 Opting Out

a) Method of Opting Out

Any Class Member may opt out of the Settlement Agreement by submitting, by the Opt-Out Deadline, a completed and signed Opt-Out Form, in the form attached hereto as Schedule G to the Claims Administrator by mail, courier, or facsimile, in accordance with the terms of this Settlement Agreement and the order approving the Notice.

In addition to the above method of opting out, Quebec-resident Class Members must also submit their Opt-Out form to the Superior Court of Quebec at the following address:

Clerk of the Superior Court of Quebec
Palais de Justice of Montreal
1, Notre-Dame Street East
Montreal (Quebec) H2Y 1B6
Court File No.: 500-06-001373-253

The Opt-Out Form is not mandatory and Class Members who wish to opt out and who so inform the clerk of the Superior Court of Quebec in accordance with article 580 of the *Code of Civil Procedure* before the Opt-Out Deadline has expired will also be deemed to have validly opted out of the Class Action.

b) Effectiveness of Opting Out

An opt-out sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address. Each opt-out must be submitted on behalf of a single person only. “Mass,” “collective,” or “class-wide” opt-outs shall not be permitted.

SECTION VI – NOTICE

6.1 Notices Required

The Notice shall be published and disseminated as soon as reasonably practicable after the Court issues the Authorization Judgment, in the form attached as Schedule B (short-form) and Schedule C (long-form).

The Settlement Website shall provide, in PDF format, the short-form Notice, the long-form Notice, the Claim Form, and the Opt-Out Form. These materials shall remain accessible until the Claims Deadline.

Class Members may also request the Notice, Claim Form, or Opt-Out Form via email or regular mail.

6.2 Form and Distribution of Notices

The notices described in the above paragraphs shall be in the forms attached as Schedules as indicated above and approved by the Court.

The notices described in the above paragraphs shall be disseminated in accordance with the Notice Plan attached as Schedule D and approved by the Court.

6.2 Notice Costs and Expenses

a) Payment Obligation

All costs, fees, and expenses in connection with the Notice Plan and any other Settlement-related notice obligations contemplated by this Settlement Agreement, shall be paid to Class Counsel from the Settlement Fund by the Claims Administrator within 5 days of the deposit of the Settlement Funds by the Defendant. Payment of such expenses is mandatory and non-discretionary.

b) Scope of Notice Expenses

Notice Expenses include, without limitation, all costs reasonably incurred to implement, administer, and complete the Notice Plan, including, but not limited to the following:

- (i) Canadian Newswire (CNW) press release distribution and administration costs;
- (ii) Social media campaign;
- (iii) Direct email notice to Class Members; and
- (iv) Any other notice-related expense reasonably necessary to implement the Notice Plan in accordance with this Agreement and any judgment of the Court.

6.3 Notice Plan

a) Publication and Electronic Notice

The Short-Form Notice (Schedule B) shall be published in accordance with the Notice Plan (Schedule D) no later than 30 days following Court approval of the Notice.

Publication shall include, without limitation, a CNW news release, a social media campaign, and an email marketing campaign directing Settlement Class Members to the Settlement Website. The Short-Form Notice and the Long-Form Notice shall also be posted on the Settlement Website and on Class Counsel's website.

The social media campaign will consist of a Facebook and Twitter (X) advertising campaign in respect of the Notice and in order to direct Class Members to the Settlement Website. It may consist of two campaigns, the first, after the Authorization Judgment is rendered and, the second, after the Final Judgment Approving the Settlement.

b) Settlement Website

As soon as practicable after the Authorization and Notice Judgment, the Settlement Administrator shall establish and maintain a Settlement Website. The Settlement Website shall provide Settlement Class Members with information regarding the material terms of the Settlement Agreement, their rights and options, and all relevant dates and deadlines.

The Settlement Website shall include, in PDF format, all materials agreed to by the Parties and/or required by the Court, including:

- The Short-Form Notice (Schedule B),
- The Long-Form Notice (Schedule C),
- The Claim Form (Schedule F), and
- The Opt-Out Form (Schedule G).

The Notice, Claim Form, and Opt-Out Form shall remain available on the Settlement Website until the Claims Deadline. The Notice and Claim Form shall also be posted on Class Counsel's website(s).

c) Notice Upon Request

Upon request, the Long-Form Notice, the Short-Form Notice, the Claim Form, and/or the Opt-Out Form shall be provided to Class Members by electronic mail or regular mail.

SECTION VII – RELEASES

7.1 Exclusive Remedy and Bar of Released Claims

The Settlement Agreement shall constitute the sole and exclusive remedy for any and all Released Claims of each Releasing Party against any Released Party. No Released

Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, and subject to the full performance of all terms and conditions of this Agreement, each Releasing Party shall be permanently barred and enjoined from commencing, asserting, maintaining, or prosecuting any Released Claim against any Released Party in any court, tribunal, or other forum in relation to the alleged claims in the class action.

7.2 Release by Releasing Parties

On the Effective Date, each Releasing Party shall be deemed to have fully, finally, and forever released, acquitted, and discharged each of the Released Parties from any and all liability arising out of or relating to any and all Released Claims.

7.3 No Further Claims

Upon the Effective Date, each of the Releasing Parties, including, but not limited to, the Plaintiffs and Settlement Class Members, shall not then or thereafter 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 Released Parties, or any other person who may claim contribution or indemnity or other claims over relief from any Released Parties, in respect of any Released Claims. For greater certainty and without limiting the generality of the foregoing, each of the Releasing Parties, including, but not limited to, the Plaintiffs and Settlement Class Members, shall not assert or pursue a Released Claim against any Released Parties under the laws of any foreign jurisdiction.

7.4 Material Term

The releases, covenants, discontinuances, dismissals, and granting of consent contemplated in Section 7 shall be considered a material term of the Settlement Agreement, and the failure of the Court to approve the releases, covenants, discontinuances, dismissals, and granting of consent contemplated herein shall give rise to a right of termination pursuant to Section 10 of the Settlement Agreement.

7.5 Court's Retention of Jurisdiction

The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties and the Class Members for purposes of interpreting, administering, implementing, and enforcing the terms, conditions, and obligations of this Settlement Agreement.

SECTION VIII – CLASS COUNSEL FEES AND DISBURSEMENTS

8.1 Payment Source

The award of Class Counsel Fees and Disbursements will be paid from the Settlement Fund and in accordance with Section 3.5 a) of this Agreement.

8.2 Application for Fees and Disbursements

As part of the application to obtain the Settlement Approval Order, Class Counsel shall request an award of Class Counsel Fees and Disbursements. The Defendant shall take no position with respect to this application.

The application shall seek Class Counsel Fees in the amount of \$100,000, plus disbursements, plus applicable GST and QST.

The settlement of the Action shall in no way be conditional upon the approval by the Court of the amount or percentage of Class Counsel Fees and Disbursements sought by Class Counsel. No order or proceeding relating to Class Counsel Fees and Disbursements, nor any appeal therefrom, nor any subsequent modification, shall have the effect of terminating or rescinding the settlement of the Action, or modifying or affecting the implementation, performance and timing of the settlement of the Action.

8.3 Timing of Payment

Any Class Counsel Fees and Disbursements awarded by the Court shall be paid to Class Counsel directly from the Settlement Fund by the Claims Administrator within 30 days of the Settlement Approval Order.

IX – REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties of the Defendant

The Defendant represents and warrants that:

- a) It has the requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated herein;
- b) The execution, delivery, and performance of this Agreement, and the consummation of the actions contemplated herein, have been duly authorized by all necessary corporate action; and
- c) This Agreement has been duly and validly executed and delivered by the Defendant and constitutes a legal, valid, and binding obligation enforceable against the Defendant in accordance with its terms.

9.2 Representations and Warranties of the Plaintiffs

The Plaintiffs represent and warrant that:

- a) They are entering into this Agreement on behalf of themselves individually and as the proposed representatives of the Class Members, of their own free will;
- b) They have received no consideration other than that provided in this Agreement;
- c) They have reviewed the terms of the Agreement in consultation with Class Counsel and believe the terms to be fair, reasonable, and in the best interests of the Class; and
- d) Class Counsel is fully authorized to execute this Agreement on behalf of the Plaintiffs.

9.3 Mutual Representations and Warranties

The Parties represent and warrant that:

- a) No promise, inducement, or consideration has been made or given other than those expressly set forth in this Agreement; and
- b) Any amounts paid, credited, offered, or expended by the Defendant under this Agreement shall not constitute a fine, penalty, punitive damage, or other assessment of any claim against the Defendant.

X – TERMINATION OF SETTLEMENT AGREEMENT

10.1 Right to Terminate

Either Party may terminate this Settlement Agreement if the Court materially modifies its terms in a manner that adversely affects that Party, including if:

- a) The Court does not approve this Settlement Agreement or any term or part thereof deemed material by the Defendant;
- b) The Court approves this Settlement Agreement in a modified form;
- c) The application with the Court for an order granting the Authorization Judgment is not granted by the Court, or the Authorization Judgment is inconsistent or not substantially in the form attached to this Settlement Agreement as Schedule A;
- d) The Court issues a Settlement Approval Order that is inconsistent with the terms of the Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedule E;
- e) Any order approving this Settlement Agreement made by the Court does not become a final order;

To exercise a right of termination in accordance with the above conditions, the Party shall deliver a written notice of termination to the other Party. Upon delivery of such a written notice, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason. Any costs incurred for Notice Expenses, Translation Expenses, and Claims Administration Expenses up to the date of termination will be borne entirely by the Defendant.

Any order, ruling or determination made or rejected by the Court with respect to Class Counsel Fees and Disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

10.2 Obligations Upon Termination

In the event of termination:

- a) The terminating Party shall ensure that the Claims Administrator posts information regarding the termination on the Settlement Website;
- b) All Parties shall be restored to their respective positions immediately prior to the execution of this Agreement.
- c) Any prior order authorizing the Action as a class proceeding on the basis of the Settlement Agreement shall be set aside and declared of no force and effect, and the Parties shall cooperate in seeking to have an order to that effect and shall be estopped as against each other from relying on any such prior authorization order.

SECTION XI – MISCELLANEOUS PROVISIONS

11.1 Entire Agreement:

This Agreement, including all exhibits attached hereto, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreements, representations, communications, or understandings, whether written or oral. The Agreement may only be amended or modified by a written instrument signed by Class Counsel and Defence Counsel, and, if required, approved by the Court.

The Parties contemplate that the Schedules to the Agreement may be modified by subsequent mutual agreement of Defence Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to by the Parties.

11.2 Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, without regard to conflict of laws principles. The Parties

submit exclusively to the Superior Court of Québec, District of Montreal for any matter arising from the interpretation, application, or enforcement of this Agreement.

11.3 Execution in Counterparts

The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures or PDF/email signatures shall be treated as original signatures and shall be binding.

11.4 Notices

Any notice required or permitted under this Agreement shall be in writing and sent by mail and/or email to the addresses below:

1. If to Plaintiffs or Class Counsel:
Mtre Andrea Grass
Actis Law Group Inc.
500 Place d'Armes, Suite 1800
Montreal, Quebec, Canada
H2Y 2W2
agrass@actislaw.org
2. If to Defendant or Defence Counsel:
Mtre Noah Boudreau
Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.
800 Rue du Square-Victoria
Montreal, Quebec, Canada
H3C 0B4
nboudreau@fasken.com

11.5 Stay of Proceedings

Upon execution of the Agreement, all discovery and other proceedings in the Action shall be stayed, except for those necessary to implement the Agreement or comply with its terms, until further order of the Court.

11.6 Good Faith

The Parties agree to act in good faith and not engage in conduct that may frustrate the purpose of the Agreement. Subject to Court approval, the Parties will grant reasonable extensions of time to implement any provisions of the Agreement.

11.7 Binding on Successors

This Agreement shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Released Parties.

11.8 Arms'-Length Negotiations

The Parties represent that this Agreement has been negotiated at arm's length, with mutual consideration and participation by all Parties and their counsel. The Agreement shall not be construed against any Party on the basis of drafting; the Parties agree that the drafting of the Agreement has been a mutual undertaking.

11.9 Waiver

The waiver by one Party of any provision or breach of the Agreement shall not constitute a waiver of any other provision or breach.

11.10 Variance

In the event of any conflict between the terms of the Agreement and its Schedules, the Agreement terms shall control.

11.11 Schedules

All Schedules attached to the Agreement are material and integral parts and are incorporated by reference as if fully set forth herein.

11.12 Taxes

No Party or their counsel provides any representation or opinion regarding the tax consequences of this Agreement to any Class Member. Class Members are solely responsible for their tax reporting and obligations related to the Agreement.

11.13 Implementation Before Effective Date

The Parties may agree in writing to implement the Agreement, or any portion thereof, after the Settlement Approval Order, but prior to the Effective Date.

11.14 Modification in Writing

Any amendment or modification of this Agreement must be in writing and signed by Class Counsel and Defence Counsel. Such amendments do not require additional notice to the Class unless the Court so orders.

11.15 Integration

This Agreement represents the entire understanding among the Parties and supersedes all prior discussions, proposals, agreements, or understandings relating to its subject matter. No representations or inducements have been relied upon except as expressly set forth herein.

11.16 Retain Jurisdiction

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Agreement.

11.17 Language

The Parties acknowledge that they have requested and consented to the Agreement and all related documents be drafted in English. *Les parties reconnaissent avoir exigé que la présente Entente de règlement et tous les documents connexes soient rédigés en anglais.*

Class Counsel shall arrange for a French translation of this Agreement and the Schedules to be prepared, with all costs for such translation paid from the Settlement Fund, prior to filing the application for Notice approval. In the event of any dispute regarding the interpretation or application of the Agreement, the English version shall prevail.

11.18 Transaction

This Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties renounce to any errors of fact, of law, and/or calculation;

11.19 Recitals

The recitals to the Agreement are true and form part of the Settlement Agreement.

11.20 Computation of Time

Unless a contrary intention is expressed elsewhere in this Settlement Agreement:

- i. For any reference to a number of days between two events, the calculation shall exclude the day on which the first event occurs and includes the day on which the second event occurs. All calendar days shall be counted, including weekends and holidays;
- ii. If the deadline for performing any act falls on a statutory holiday, the act may be performed on the next succeeding day that is not a holiday.

11.21 Authorized Signatures

Each signatory represents that they are fully authorized to execute this Agreement on behalf of the Parties and their law firms.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

TOM VERGADOS



2026-05-08

PHILIPPE COMTOIS



ACTIS LAW GROUP INC.



Per: Andrea Grass

CHOCMOD CANADA INC.



Per: Emmanuel BOIS CEO

**FASKEN MARTINEAU DUMOULIN
S.E.N.C.R.L., S.R.L.**



Fasken Martineau Dumoulin
S.E.N.C.R.L, S.r.l.

SCHEDULE A

SUPERIOR COURT

(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o: 500-06-001373-253

DATE: April , 2026

BY: THE HONOURABLE ELENY YIANNAKIS, J.S.C.

TOM VERGADOS
and
PHILIPPE COMTOIS
Plaintiffs

v.

CHOCMOD CANADA INC.
Defendant

JUDGMENT (Authorization of a Class Action for Settlement Purposes and Notice Approval)

[1] **WHEREAS** on May XX, 2026, the Plaintiffs filed an Application for: (a) Authorization of a Class Action for Settlement Purposes; (b) Approval of the Notice; (c) Approval of the Notice Program; (d) Approval of the Claim Form; (e) Approval of the Opt-Out Form; (f) Appointment of Class Counsel; and (g) Provisional appointment of the Settlement Administrator (the “**Application**”);

[2] **CONSIDERING** the Application to Authorize the Bringing of a Class Action & to Appoint the Plaintiff as Representative Plaintiff dated April 7, 2025, including the amendment thereto dated July 28, 2025 (the “**Application for Authorization**”) and the Exhibits in support thereof;

[3] **CONSIDERING** the national out-of-court settlement that was executed between the Parties on about May XX, 2026, filed as Exhibit R-1 (the “**Settlement Agreement**”);

[4] **CONSIDERING** the proposed French and English versions of the Notice (Short-Form Notice and Long-Form Notice) filed respectively as Exhibits R-2 and R-3 in support of the Application;

[5] **CONSIDERING** the material filed in the Court record and the submissions of counsel for the Plaintiffs and counsel for the Defendant who consent to the Application;

[6] **CONSIDERING** that the Court is of the opinion that the four criteria set out in article 575 of the *Code of Civil Procedure* to authorize a class action are met;

[7] **CONSIDERING** articles 574, 575, 576, 579, 580, 581, 585, 590, and 591 of the *Code of Civil Procedure*;

POUR CES MOTIFS, LE TRIBUNAL :

WHEREFORE, THE COURT:

[8] **ACCORDE** la présente Demande;

GRANTS the present Application;

[9] **DÉCLARE** que pour l'application du présent Jugement, les définitions énoncées à l'Entente de règlement s'appliquent et y sont incorporées par renvoi;

DECLARES that for the purposes of this Judgment, the definitions contained in the Settlement Agreement, shall apply and are incorporated by reference;

[10] **AUTORISE** l'exercice d'une action collective contre la Défenderesse Chocmod Canada Inc. aux seules fins d'un règlement;

AUTHORIZES the bringing of a class action against the Defendant Chocmod Canada Inc. for the purposes of the settlement only;

[11] **ATTRIBUE** aux Demandeurs le statut de représentants du groupe ci-après décrit :

APPOINTS the Plaintiffs the status of representatives of the class herein described as:

« Toutes les personnes résidant au Canada qui ont acheté un ou plusieurs produits Truffettes de France pendant la période visée par l'action collective.

“All persons residing in Canada who have purchased Truffettes de France Product(s) during the Class Period.

Sont exclues du groupe visé par le règlement : (i) la défenderesse et ses administrateurs, dirigeants, sociétés mères, filiales et sociétés affiliées ; les entités dans lesquelles la défenderesse ou ses sociétés affiliées détiennent une participation majoritaire ; et les représentants légaux, héritiers, successeurs et

Excluded from the Settlement Class are: ((i) the Defendant and its directors, officers, parents, subsidiaries, and affiliates; entities in which the Defendant or its affiliates hold a controlling interest; and the legal representatives, heirs, successors, and assigns of each of the foregoing

ayants droit ; (ii) toute personne qui dépose un formulaire d'exclusion valide et dans les délais impartis. »

and (ii) persons who file a valid and timely Opt-Out Form”;

[12] **NOMME** Actis Law Group Inc. à titre d'avocats du groupe;

APPOINTS Actis Law Group Inc. as Class Counsel;

[13] **IDENTIFIE** aux fins de règlement uniquement, la question commune suivante à traiter collectivement :

IDENTIFIES for the purposes of settlement only, the common issue to be dealt with collectively as follows:

La défenderesse a-t-elle livré à des actes ou des pratiques injustes, faux, trompeurs ou mensongers concernant la fabrication, la distribution, la commercialisation, la publicité, les représentations, la promotion, l'emballage, l'étiquetage et/ou la vente des produits Truffettes de France?

Did the Defendant engage in unfair, false, misleading, or deceptive acts or practices regarding the manufacturing, distributing, marketing, advertising, representations, promotion packaging, labelling, and/or sale of the Truffettes de France Products?

[14] **ORDONNE** que le présent jugement soit annulé si l'Entente de Règlement est résiliée conformément à ses dispositions;

ORDERS that the present judgment be vacated if the Settlement Agreement is terminated pursuant to its provisions;

[15] **APPROUVE** la forme et le contenu de l'Avis (en français et en anglais) essentiellement en conformité avec l'Avis abrégé et l'Avis détaillé communiqués comme Pièces R-2 et R-3;

APPROVES the form and content of the Notice (in both French and English) substantially in conformity with the Short-Form and Long-Form notices communicated as Exhibits R-2 and R-3;

[16] **ORDONNE** que les Avis soit diffusé conformément au Programme de notification;

ORDERS that the Notice be disseminated in accordance with the Notice Program;

[17] **NOMME** Angeion Group en tant qu'administrateur du règlement à titre provisoire afin d'accomplir les tâches qui lui sont dévolues en vertu de l'Entente de règlement;

APPOINTS Angeion Group as the Settlement Administrator on a provisional basis for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement;

[18] **FIXE** l'audition de la Demande d'approbation de l'Entente de règlement (l'« Audience d'approbation définitive »), qui aura lieu [date au moins 45 jours suivant le

SETS the hearing of the Application for Approval of the Settlement Agreement (“Final Approval Hearing”) to be held on [date no less than 45 days following the

présent jugement où cette Cour devra alors décider :

- a) s'il convient d'approuver l'Entente Convention de règlement comme étant juste, raisonnable et dans le meilleur intérêt des Membres du groupe lié par le règlement;
- b) si la demande des Avocats du Groupe relativement aux frais, débours et taxes applicables devrait être accordée; et
- c) tout autre sujet que la Cour jugera appropriée;

present judgment, at which time this Court will be asked to decide:

- a) whether to approve the Settlement Agreement as fair, reasonable and in the best interest of the Settlement Class Members;
- b) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted; and
- c) any other matters as the Court may deem appropriate;

[19] **ORDONNE** que la date et l'heure de l'Audience d'approbation définitive soient indiquées dans l'Avis, mais qu'elles puissent être ajournées par cette Cour sans autre publication d'un avis aux Membres du groupe lié par le règlement autrement qu'en affichant une nouvelle date et heure pour cette audience sur le site Web du règlement établi et maintenu par l'Administrateur du règlement, ainsi que sur le site web dédié des avocats du groupe à l'adresse www.actislaw.org;

ORDERS that the date and time of the Final Approval Hearing shall be set forth in the Notice, but may be subject to adjournment by this Court without further publication of any notice to members of the Settlement Class other than by posting any new date and time for that hearing on the Settlement Website established and maintained by the Settlement Administrator and on Class Counsel's dedicated website at www.actislaw.org;

[20] **DÉCLARE** que les Parties à l'Entente de règlement n'auront aucune responsabilité ni obligation financière à l'égard de l'administration du règlement, y compris tout acte ou omission de l'Administrateur du règlement relativement à l'investissement, à la distribution ou à l'administration des Fonds de règlement une fois remis.;

DECLARES that the Parties to the Settlement Agreement shall have no liability or financial obligation with respect to the administration of the settlement, including any acts or omissions of the Settlement Administrator in connection with the investment, distribution, or administration of the Settlement Funds once remitted.;

[21] **ORDONNE** que, conformément aux termes de l'Entente de règlement, tous les coûts associés à la diffusion de l'Avis en vertu du Programme de notification soient payés à même le Fonds de règlement

ORDERS that, in accordance with the terms of the Settlement Agreement, all costs associated with the dissemination of the Notice pursuant to the Notice Program shall be paid from the Settlement Fund in accordance with the Settlement Agreement;

suivant les termes de l'Entente de règlement;

[22] **APPROUVE** la forme et le contenu du Formulaire de réclamation essentiellement conforme au formulaire communiqué comme Pièce R-4;

APPROVES the form and content of the Claim Form substantially in conformity with the form communicated as Exhibit R-4;

[23] **APPROUVE** la forme et le contenu du Formulaire d'exclusion essentiellement conforme au formulaire communiqué comme Pièce R-5;

APPROVES the form and content of the Opt-Out Form substantially in conformity with the form communicated as Exhibit R-5;

[24] **ORDONNE** que les Membres du Groupe lié par le règlement puissent s'exclure de l'action collective en envoyant une demande écrite d'exclusion à l'Administrateur du règlement à l'adresse indiquée dans l'Avis détaillé. Les personnes résidant au Québec doivent en outre envoyer une copie dudit formulaire de retrait au greffier de la Cour supérieure du Québec à l'adresse suivante :

ORDERS that the Settlement Class Members may opt out of the class action by sending a written request to opt out to the Settlement Administrator at the address specified in the Long-Form Notice. For those residing in Quebec, they must, in addition, send a copy of said Opt-Out Form to the Clerk of the Superior Court of Québec at the following address:

Cour supérieure du Québec
Division des action collectives
Palais de justice de Montréal
1, rue Notre-Dame Est
Montréal, Québec, H2Y 1B6
N° de dossier : 500-06-001373-253

Superior Court of Québec
Class Action Division
Montreal Courthouse
1 Notre-Dame Street East
Montreal, Québec, H2Y 1B6
File No.: 500-06-001373-253

La demande d'exclusion doit contenir les informations spécifiées dans l'Avis détaillé. Les demandes écrites d'exclusion doivent être reçues par l'Administrateur du règlement ou porter le cachet de la poste, si posté par courrier prépayé de première classe, au plus tard 30 jours après la publication de l'Avis;

The request to opt out must contain the information specified in the Long-Form Notice. Written requests to opt out must be received by the Settlement Administrator or postmarked, if mailed by prepaid first class mail, no later than 30 days following the publication of the Notice;

[25] **ORDONNE** que chaque Membre du groupe lié par le règlement qui souhaite s'exclure de l'action collective :

ORDERS that that each Settlement Class Member who wishes to opt out of the class action:

- | | |
|--|---|
| a) ne sera pas lié par l'Entente de règlement; | a) will not be bound by the Settlement Agreement; |
| b) n'aura pas le droit de recevoir une part des bénéfices payables en rapport avec celles-ci; et | b) will not be entitled to receive any share of benefits payable in connection with same; and |
| c) ne sera pas considéré comme un Membre du groupe lié par le règlement; | c) will not be considered as a Settlement Class Member; |

[26] DÉCLARE que tous les Membres du groupe lié par le règlement qui n'ont pas demandé leur exclusion sont liés par tout jugement à rendre sur l'action collective de la manière prévue par la loi;	DECLARES that all Settlement Class Members that have not requested their exclusion be bound by any judgment to be rendered on the class action in the manner provided for by law;
--	--

[27] DÉCLARE que les Membres du groupe lié par le règlement peuvent s'opposer à l'Entente de règlement en envoyant une objection en temps opportun à l'Administrateur du règlement au plus tard 30 jours après la date de la première publication de l'Avis;	DECLARES that the Settlement Class Members may object to the Settlement Agreement by mailing a timely objection to the Settlement Administrator no later than 30 days after the date on which the Notice is first published;
---	---

[28] **LE TOUT** sans frais de justice.

THE WHOLE without legal costs.

ELENI YIANNAKIS, J.S.C.

Me Andrea Grass
ACTIS LAW GROUP INC.

Attorneys for the Plaintiffs

Me Mirna Kaddis
Me Noah Boudreau
FASKEN MARTINEAU DUMOULIN S.E.N.C.R.L., S.R.L.

Attorneys for the Defendant

SCHEDULE B

Notice of Proposed National Class Action Settlement of the Truffettes de France Class Action in Canada

Pour un avis en français, visitez www.reglementtruffettes.ca

If you purchased Truffettes de France products in Canada, you may be a member of this class action.

MONTREAL, May XX, 2026 /PRNewswire/ -- Actis Law Group Inc. announces that a proposed national class action settlement has been reached with Chocmod Canada Inc. (the “Defendant”) concerning the marketing and sale of Truffettes de France Products in Canada.

The Plaintiffs allege that Truffettes de France chocolate products were falsely marketed as originating from France when they are allegedly made in Canada. The Defendant denies all wrongdoing. No court has made any finding of liability.

Am I a Class Member?

You are a class member if you purchased any Truffettes de France Products in Canada between April 7, 2022 and **[EFFECTIVE DATE]**. The full list of eligible products is available at www.trufflesettlement.ca or by calling **1-866-477-4990**.

What Does the Settlement Provide?

The Settlement provides a fund of \$300,000.00 CAD (the “**Settlement Fund**”) to distribute to eligible class members, and to cover notice costs, claims administration costs, class counsel fees and disbursements, and fees and taxes related to the Settlement Fund.

The Defendant has also agreed to make changes to the branding or labelling of the Truffettes de France products in Canada.

How Much Can I Receive?

Class Members who submit a valid claim may receive:

- Without proof of purchase: \$3.00 per product, for up to 3 products (\$9.00 maximum).
- With proof of purchase (such as a receipt, bank or credit card statement, or online order confirmation): \$3.00 per product with no cap on the number of products.

Amounts may be adjusted up or down depending on the total number of approved claims. The final payment amount cannot be determined until the claims period closes.

A detailed notice and Claim Form are available at www.trufflesettlement.ca or by calling **1-866-477-4990**.

What are my Options?

Option 1 – Claim compensation: Submit a completed Claim Form by **[CLAIMS DEADLINE]**, 2026 at www.trufflesettlement.ca or by mail.

Option 2 – Opt out to preserve your right to sue independently: To preserve your right to sue the Defendant independently, submit a completed Opt-Out Form by **[OPT OUT DEADLINE]**, 2026, and you will not receive any payment from this Settlement. Quebec residents must also send a copy to the Clerk of the Superior Court of Québec (1 Notre-Dame St. East, Montreal, QC H2Y 1B6, File No. 500-06-001373-253).

Option 3 – Object: To challenge the fairness of the settlement, submit a written objection including proof of class membership **[OBJECTION DEADLINE]**, 2026.

Final Approval Hearing: **[DATE]**, 2026 at **[X:XX]** A.M., Room **[XX]**, Montreal Courthouse, 1 Notre-Dame St. East., Montreal, Quebec Attendance is not required.

Legal Fees

Class Counsel will apply for Court approval of fees of \$100,000 plus disbursements and applicable taxes, to be paid from the Settlement Fund. The Court must approve this amount before any payment is made.

Questions?

Full details, including the Settlement Agreement, Long-Form Notice, Claim Form, and Opt-Out Form are available at: www.trufflesettlement.ca.

For more information, you may call or write to the Settlement Administrator at **1-866-477-4990** or info@trufflesettlement.ca or Class Counsel (Attn: Andrea Grass) at 514-495-5249 or agrass@actislaw.org

SCHEDULE C

NOTICE OF AUTHORIZATION OF A NATIONAL CLASS ACTION AND SETTLEMENT
APPROVAL HEARING

IF YOU PURCHASED TRUFFETTES DE FRANCE PRODUCTS IN CANADA, YOU MAY BE ELIGIBLE TO RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT

IMPORTANT NOTICE – PLEASE READ CAREFULLY

*Pour la version française de cet avis, visitez www.reglementtruffettes.ca ou appelez le **1-866-477-4990**. Tous les formulaires et documents sont disponibles en français.*

A proposed settlement has been reached in a national class action lawsuit involving Truffettes de France products sold in Canada.

If the Superior Court of Quebec (the “Court”) approves the Settlement, it will: (i) resolve a proposed class action involving allegations made by the Plaintiffs that Chocmod Canada Inc. (the “Defendant”) violated laws regarding the marketing and sale of Truffettes de France products in Canada; and (ii) provide payment to eligible class members who purchased Truffettes de France products in Canada during the Class Period.

The Defendant denies any liability or wrongdoing and no Court has made any finding of wrongdoing by the Defendant.

The Court has authorized this lawsuit as a class proceeding for the purpose of settlement only. The Court has scheduled a Settlement Approval Hearing date for [date], 2026.

To receive payment, you must file a Claim Form by [Claims Deadline]. Claim Forms are available at: www.trufflesettlement.ca.

By filing a Claim Form, you will be giving up your rights to sue the Defendant over the allegations made in this lawsuit. If you wish to preserve these rights, you must take steps to “opt out” of the Settlement by [date]. Instructions for opting out of the Settlement are contained in this notice and the Settlement Agreement, which can be found on the Settlement Website by clicking www.trufflesettlement.ca.

This notice has been approved by the Court. Its purpose is to provide Canadian residents who purchased Truffettes de France products with information about this lawsuit, the Settlement, and their legal rights and options (summarized below) before the Court decides whether to approve the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
File a Claim Form by [Claims Deadline]	Only eligible claimants will receive a payment. Give up your rights to ever sue the Defendant over the allegations made in this lawsuit.

Do nothing	Get no settlement payment. Give up your rights to ever sue the Defendant over the allegations made in this lawsuit.
Object to the Settlement by [Objection Deadline]	Write to the Court by [date] about why you think the Settlement is unfair, unreasonable or inadequate.
Opt Out by [Opt-Out Deadline]	Get no settlement payment. This is the only option that preserves your right to sue the Defendant over the allegations made in this lawsuit.

WHAT THIS NOTICE CONTAINS:**BASIC INFORMATION**

1. Why is there a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

WHO IS IN THE SETTLEMENT?

5. Am I a Class Member?
6. What if I am still not sure whether I am included in the Settlement?

SETTLEMENT BENEFITS

7. What does the Settlement Provide?
8. Who is eligible to receive a Payment?

HOW TO GET A SETTLEMENT PAYMENT

9. How can I get a Payment?
10. How and when will Payments be made?

OPTING OUT OF THE SETTLEMENT

11. What is opting out?
12. If I opt out, can I still get a Payment?
13. If I do not opt out, can I sue later?
14. How do I opt out?

OBJECTING TO THE SETTLEMENT

15. How do I Object to the Settlement?
16. What is the difference between objecting to the Settlement and opting out of the Settlement Class?

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?
18. How will Class Counsel's fees be paid?
19. Why is Class Counsel recommending this Settlement?

THE SETTLEMENT APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?
21. Do I have to attend to the Settlement Approval Hearing?

GETTING MORE INFORMATION

22. How do I get more information?

QUESTIONS? CALL 1 (866) 477-4990 OR VISIT WWW.TRUFFLESETTLEMENT.CA

BASIC INFORMATION

1. Why is there notice?

The Quebec Superior Court authorized this notice because you have the right to know about this lawsuit, the Settlement, and your legal rights and options before the Court decides whether to approve the Settlement.

2. What is the Class Action about?

The lawsuit claims that the Defendant marketed and sold the Truffettes de France products in Canada in a misleading way – specifically, by indicating they were made in France when they were allegedly manufactured in Canada. The Plaintiffs claim that this caused economic loss to Class Members. Accordingly, the lawsuit seeks monetary compensation from the Defendant and seeks both monetary compensation and an injunction against continued misrepresentation.

“**Truffettes de France Products**” means any Truffettes de France products bearing the phrase “Truffettes de France” on their label, including:

- a) Original Cocoa Truffles,
- b) Milk Chocolate Truffles,
- c) Milk & Hazelnut Truffles,
- d) Milk & Almond Truffles,
- e) Salted Caramel Cocoa Truffles,
- f) Coffee Crunch Truffles,
- g) Cognac Champagne Truffles,
- h) Organic Original Truffles,
- i) Organic Caramel Cocoa Truffles,
- j) Raspberry Flavoured Cocoa Truffles,
- k) French Mallows;
- l) 70% Cacao Truffles;
- m) “Pépites” Truffles;
- n) Double Coated Truffles;

The Defendant denies all allegations of wrongdoing. The Court has made no determination about the merits of the case.

3. Why is this a class action?

In a class action, one or more people sue on behalf of other people who have similar claims. All of these people are “class members”, except for those who opt out of the class action. One court resolves this lawsuit for all class members, except for those who opt out of the class action.

4. Why is there a Settlement?

The Court did not decide in favour of the Plaintiffs or the Defendant. Instead, both sides agreed to settle this case to end this lawsuit and avoid the costs, delay, and uncertainty

of a trial and subsequent appeals. The proposed Settlement does not mean that any law was broken or that the Defendant did anything wrong. The Defendant denies all claims in this case. The Plaintiffs and Class Counsel believe that the Settlement is best interest of all Class Members. The Settlement will not take effect unless and until it is approved by the Court after a public Settlement Approval Hearing and all appeal periods have expired.

WHO IS INCLUDED IN THE SETTLEMENT?

5. Am I a Class Member?

You are a Class Member if you live in Canada and you purchased at least one Truffettes de France Products from **April 7, 2022 to [effective date]**.

You are not included if you: (i) are an officer, director, employee, contractor, agent or representative of Chocmod Canada Inc.; or (ii) validly opt out of the Settlement in accordance with the terms of the Settlement Agreement by the Opt-Out Deadline.

6. What if I am still not sure whether I am included in the Settlement?

If you are still not sure whether you are in the Settlement, or have questions about the Settlement, visit the Settlement Website at www.trufflesettlement.ca or call the toll-free number 1 (866) 477-4990. You may also write with questions to the Claims Administrator at: Truffettes de France Claims Administrator, 5-112 Elizabeth Street, Toronto, Ontario, M5G 1P5 or send an e-mail to info@trufflesettlement.ca.

SETTLEMENT BENEFITS

7. What does the Settlement Provide?

Cash Compensation

If your claim is approved, you may receive: \$3.00 per product, for up to 3 products without proof of purchase (maximum of \$9.00); OR more if you provide proof of purchase ("Settlement Payment").

Payments may be adjusted up or down depending on how many valid claims are submitted, up to a maximum of \$18.00 per person.

Brand Change (Injunctive Relief)

The Defendant has agreed to stop using the brand name "Truffettes de France" in Canada and to adopt the name "Truffettes à la Française," without any admission of liability whatsoever, subject to trademark approval. If trademark approval is not obtained, the Defendant has agreed to display "Made in Canada" more prominently on its product packaging. Existing inventory bearing the old branding may continue to be sold by retailers and distributors during any transition period.

Leftover Funds

Any funds remaining in the Settlement Fund after all approved claims are paid will be donated to Food Secure Canada and *Dans la rue*, two Canadian non-profit organizations. No leftover funds will be returned to the Defendant.

8. Who is eligible to receive a Payment?

To receive a payment, you must be a Class Member who: (i) has submitted a valid Claim Form before the Claims Deadline; and (ii) has not opted out of the Settlement. The Claims Administrator will review all submitted forms and determine validity. If your claim is rejected, you have the right to request reconsideration within 30 days of receiving a rejection notice .

HOW TO GET A PAYMENT

9. How can I get a Payment?

To be eligible for a Settlement Payment, you must complete and submit a Claim Form to the Claims Administrator in one of the following ways:

- Online: at: www.trufflesettlement.ca
- By Mail: print and mail a completed Claim Form to:

Truffle Claims Administrator
5-112 Elizabeth Street
Toronto, Ontario, M5G 1P5

- By email: send a completed Claim Form to: info@trufflesettlement.ca
- By request: contact the Settlement Administrator to request that a Claim Form be mailed to you.

All Claim Forms must be submitted online at the Settlement Website or postmarked by the Claims Deadline: **[date]**.

For each claim, you must state the number of Truffettes de France Products you purchased during the Class Period and confirm those purchases were made in Canada.

10. How and when will I get my payment?

Payments will be sent by e-transfer to the email address provided on your Claim Form. If you are unable to receive an e-transfer, please contact the Settlement Administrator to arrange payment by cheque.

No payments will be issued until the Court approves the Settlement and all appeal periods have expired. This process may take several months after the Settlement Approval Hearing. Please be patient.

OPTING OUT OF THE SETTLEMENT

11. What is opting out?

Opting out means formally excluding yourself from the class action. If you opt out, you will not receive any payment from this Settlement, but you will preserve your right to sue the Defendant independently over the claims in this lawsuit.

12. If I opt out, can I still get a Payment?

No. If you opt out, you will not get anything from the Settlement. You will also lose the right to object to the Settlement.

13. If I do not opt out, can I sue later?

No. If you do not opt out of the Settlement Class, then you will remain a Class Member and you will give up the right to sue the Defendant for all of the claims that the Settlement resolves. The only way to preserve that right is to opt out.

14. How do I opt out?

You can opt out of the Settlement by completing and submitting an Opt-Out Form on the Settlement Website by clicking here www.trufflesettlement.ca. The Opt-Out Form must be submitted by the Opt-Out Deadline, which is [date]. You must sign the Opt-Out Form – unsigned forms will not be accepted.

Quebec residents must also submit the Opt-Out Form to the Superior Court of Quebec at the following address:

Clerk of the Superior Court of Quebec
Palais de Justice of Montreal
1, Notre-Dame Street East
Montreal (Quebec) H2Y 1B6
Court File No.: 500-06-001373-253

A written opt-out request must be mailed to: Truffle Claims Administrator at 5-112 Elizabeth Street, Toronto, Ontario, M5G 1P5.

If you do not comply with these opt-out procedures, including the Opt-Out Deadline, you will remain a Class Member and lose the ability to exclude yourself from the Settlement. As a Class Member, you will be bound by any judgment rendered in this case.

OBJECTING TO THE SETTLEMENT

15. How do I Object to the Settlement?

If you are a Class Member and have not opted out, you may object to the proposed Settlement by submitting a written objection to the Claims Administrator or Class Counsel by **[Objection Deadline]**. Your written objection must include:

- ✓ The court file name and number: *Vergados et al. v. Chocmod Canada Inc.*, Court File No. 500-06-001373-253
- ✓ A title clearly identifying the submission as an “Objection to the Settlement”;
- ✓ Your full name, telephone number, email address, and residential address;
- ✓ A statement that you have purchased at least one Truffettes de France Product during the Class Period, with supporting documentation;
- ✓ A clear statement of the nature of the objection and the reasons for the objection;
- ✓ All of the evidence and documents that you want the Court to consider in support of your objection;
- ✓ Whether you intend to appear at the Settlement Approval Hearing and, if so, if you intend to be represented by counsel, the coordinates of your counsel;
- ✓ A solemn declaration stating that the information provided in the objection is true and correct;
- ✓ Your signature and the date.

If you or your lawyer want to appear at the Settlement Approval Hearing and make oral representations, you may do so only if you also state in your written objection that you wish to make oral representations at the Settlement Approval Hearing. Notice of your intention must be delivered by pre-paid mail, courier, facsimile, or email and received by the Claims Administrator or Class Counsel no later than the **[Objection Deadline]** at the following addresses:

Class Counsel	Claims Administrator
Andrea Grass Actis Law Group Inc. 500 Place d’Armes, Suite 1800 Montreal, Quebec, Canada H2Y 2W2	Truffle Claims Administrator 5-112 Elizabeth Street Toronto, Ontario, Canada M5G 1P5

If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Settlement Approval Hearing or otherwise to contest the approval of the Settlement.

THE LAWYERS REPRESENTING YOU

16. What is the Difference between Objecting and Opting Out?

These are two entirely different options. Objecting means you disagree with some aspect of the Settlement, but still want to participate in it. If the Court approves the Settlement over your objection, you remain bound by it and eligible to receive a payment if you filed a claim. Opting out means you are removing yourself from the class entirely. If you opt out, you receive no payment but preserve your right to sue the Defendant independently.

You cannot both opt out and object. If you have opted out, your objection will not be accepted. If you object without opting out, you remain in the class.

17. Do I have a Lawyer in this lawsuit?

Yes. Actis Law Group Inc. acts as Class Counsel in this litigation. If you are a Class Member, then you are represented by Class Counsel.

You will not be charged for the work of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will Class Counsel be paid?

Class Counsel has handled this case entirely on contingency — no Class Member has paid or will ever pay anything out of pocket. Class Counsel will apply to the Court for approval of fees of \$100,000 plus disbursement and applicable taxes to be paid from the Settlement Fund.

19. Why is Class Counsel recommending this Settlement?

Class Counsel reached this Settlement after weighing the risks and benefits to the Class of this proposed Settlement compared with those of continuing the litigation and uncertain recovery. Key considerations included: the difficulty of quantifying individual damages for a low-cost consumer product; the risk that the class might not be authorized on a contested basis; the Defendant's denial of all liability and the availability of defences that could reduce or eliminate recovery at trial; the cost and delay of a trial and any subsequent appeals; and the availability of meaningful injunctive relief – the brand change – as a non-monetary benefit to all Canadian consumers. Class Counsel concluded that the Settlement is fair, reasonable, and in the best interests of Class Members.

THE SETTLEMENT APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Settlement Approval Hearing on [date], 2026 at [time] in Room XX.XX of the Montreal Courthouse, 1 rue Notre-Dame East, Montreal. At the Settlement Approval

Hearing, the Court will determine whether the proposed Settlement is fair and reasonable and in the best interest of the Class Members. The Court will also consider Class Counsel's application for an award of legal fees and disbursements.

This Settlement Approval Hearing may be continued or rescheduled by the Court without further notice to Class Members other than posting on www.trufflesettlement.ca and on www.actislaw.org. If you plan to attend, check the website for updates before going to the Courthouse.

21. Do I have to attend the Settlement Approval Hearing?

Class Members who support the Settlement do not need to attend the hearing or take any other action to indicate their approval of the Settlement. Class Counsel will represent the class at the hearing. You are welcome to attend the hearing to observe at your own expense.

Class Members who object to the Settlement, may follow the steps outlined above under the heading, "Objecting to the Settlement."

GETTING MORE INFORMATION

22. How can I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which can be found on the Settlement Website by clicking [here](#).

Further information is available as follows:

MAIL: Truffle Settlement Administrator, 5-112 Elizabeth Street, Suite #289, Toronto ON, M5G 1P5

EMAIL: info@trufflesettlement.ca

TOLL-FREE: 1 (866) 477-4990

SETTLEMENT WEBSITE: www.trufflesettlement.ca – Updates will be posted as information about the Settlement becomes available.

CLASS COUNSEL:

Andrea Grass
Actis Law Group Inc.
500 Place d'Armes, Suite 1800
Montreal, Quebec, Canada
H2Y 2W2

You may also seek advice and guidance from your own private lawyer at your own expense.

PLEASE **DO NOT** WRITE OR TELEPHONE THE COURT, CHOCMOD CANADA INC. OR ANY RETAIL LOCATION SELLING TRUFFETTES DE FRANCE FOR INFORMATION ABOUT THE CLASS SETTLEMENT OR THIS LAWSUIT.

This notice has been approved by the Superior Court of Quebec.

SCHEDULE D

NOTICE PLAN

TRUFFETTES DE FRANCE MISLABELLING CLASS ACTION

1. Overview and Standard

This Notice Plan is designed to provide the best notice practicable under the circumstances to all persons who may be Class Members. The methods selected are reasonably calculated to reach Canadian consumers who purchased Truffettes de France Products during the Class Period, having regard to the nature of the product, its distribution channels, and the demographic profile of likely purchasers. All notice materials will be available in both English and French.

2. Timing

Notice shall commence as soon as reasonably practicable following issuance of the Authorization Judgment, and in any event no later than 14 days following that judgment.

3. Direct Notice to Class Members

Class Counsel shall disseminate a direct email notice to all Class Members who have contacted Class Counsel and provided their contact information immediately following the Authorization Judgment (in batches).

4. Publication and Online Notice

- (a) Class Counsel shall publish a bilingual national press release via Canadian Newswire (CNW) to national and regional media outlets across Canada, including wire distribution to major daily newspapers, digital news platforms, and broadcast media.
- (b) Class Counsel shall publish the Short-Form Notice and the Long-Form Notice on its dedicated page on its website at www.actislaw.org for the duration of the Claim Period.

5. Settlement Website

The Claims Administrator shall establish and maintain the Settlement Website at www.trufflesettlement.ca in both English and French, containing: the Long-Form Notice, Short-Form Notice, Settlement Agreement, the Claim Form, the Opt-Out Form, key deadlines, answers to frequently asked questions, and contact information. A French-language version shall be accessible at www.reglementtruffettes.ca or via a prominent French-language toggle on the main site.

6. Digital Advertising Campaign

- (a) Class Counsel shall publish the Notice on its Facebook and Twitter social media accounts.
- (b) Class Counsel shall conduct a paid advertising campaign across both Facebook and Instagram targeting Canadian adults who have demonstrated interest in gourmet food, chocolate products, Costco, and related consumer categories. The campaign shall run for a minimum of 30 days and shall be geographically targeted to all Canadian provinces and territories, with bilingual ad sets for English and French audiences, at a cost of \$15,000 plus applicable taxes.

7. Toll-Free Line and Email

The Claims Administrator shall maintain a bilingual toll-free telephone line (1-866-477-4990) and email address (info@trufflesettlement.ca) throughout the Claims Period to respond to Class Member inquiries in both official languages.

8. Costs of the Notice Plan

- (a) Costs of the Notice Plan aggregate to approximately \$30,000 plus applicable taxes and include those pertaining to the direct email Notice, the national press release and its administration, and the Social Media Campaign.
- (b) Notice Expenses shall be directed to Class Counsel for execution of this Notice Plan from the Settlement Fund within 5 days of receipt of the Settlement Fund monies by the Claims Administrator from the Defendant.

9. Commencement of Claims Period

- (a) Settlement Class Members shall be permitted to begin submitting Claim Forms immediately following the initial publication of the Notice in accordance with this Notice Plan.

SCHEDULE E

SUPERIOR COURT

(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o: 500-06-001373-253

DATE: May , 2026

BY: THE HONOURABLE ELENY YIANNAKIS, J.S.C.

TOM VERGADOS

and

PHILIPPE COMTOIS

Plaintiffs/ Class Representatives

v.

CHOCMOD CANADA INC.

Defendant

JUDGMENT (SETTLEMENT APPROVAL)

[1] **WHEREAS** the Plaintiffs are seeking approval of a settlement executed between the parties on or about May XX, 2026 and filed as Exhibit R-1 (the "Settlement Agreement");

[2] **CONSIDERING** that on [DATE], 2026, the Court rendered the Authorization Judgment authorizing this class action for settlement purposes only, approving the Notice and the Notice Plan, and scheduling the Settlement Approval Hearing;

[3] **CONSIDERING** that Notice was disseminated to the Class in accordance with the Notice Plan approved by the Authorization Judgment, in both English and French, and that such notice was adequate and in compliance with the *Code of Civil Procedure*;

[4] **CONSIDERING** that the Opt-Out Period and the Objection Deadline have expired and that **[no opt outs were received and that no objections were made]**;

[5] **CONSIDERING** the submissions of counsel for the Plaintiffs and counsel for the Defendant who consents to this Judgment;

[6] **CONSIDERING** that the Court has reviewed the terms of the Settlement Agreement, including the monetary and non-monetary consideration provided to the Class, and has assessed the Settlement's fairness, reasonableness, and adequacy having regard to the factors under article 590 of the *Code of Civil Procedure*;

[7] **CONSIDERING** article 590 of the *Code of Civil Procedure* and article 2631 of the *Civil Code of Quebec*;

PAR CES MOTIFS, LE TRIBUNAL :

FOR THESE REASONS, THIS COURT:

[8] **ACCORDE** la présente Demande;

GRANTS the present Application;

[9] **ORDONNE** que, pour les fins du Jugement, les définitions énoncées à l'Entente de règlement, R-1, s'appliquent et y sont incorporées par renvoi;

ORDERS that for the purposes of this Judgment, the definitions contained in the Settlement Agreement, R-1, shall apply and are incorporated by reference;

[10] **DÉCLARE** que l'Entente de règlement est valide, juste, raisonnable et dans le meilleur intérêt des Membres du Groupe;

DECLARES that the Settlement Agreement is valid, fair, reasonable and in the best interest of the Settlement Class Members;

[11] **APPROUVE** l'Entente de règlement conformément à l'article 590 du *Code de Procédure Civile*;

APPROVES the Settlement Agreement pursuant to article 590 of the *Code of Civil Procedure*;

[12] **DÉCLARE** que l'Entente de règlement constitue une transaction au sens des articles 2631 et suivant du *Code Civil du Québec* et que ce Jugement ainsi que l'Entente de règlement lient toutes les Parties et tous les Membres du Groupe qui ne se sont pas exclus en temps utile;

DECLARES that the Settlement Agreement is a transaction within the meaning of articles 2631 and following of the *Civil Code of Quebec* and that this Judgment and the Settlement Agreement are binding on all parties and all Class Members who have not excluded themselves in a timely manner;

[13] **APPROUVE** et **DÉCLARE** exécutoires les quittances et libérations énoncés à l'Entente de règlement, et **DÉCLARE** que chaque Membre du Groupe libère irrévocablement les Parties

APPROVES and **DECLARES** effective the releases and discharges set out in the Settlement Agreement, and **DECLARES** that each Class Member irrevocably releases the Released Parties from all

quittancées de toutes les Réclamations
quittancées, conformément aux termes de
l'Entente de règlement;

Released Claims in accordance with the
terms of the Settlement Agreement;

[14] **DÉCLARE** que le paiement par la
Défenderesse de la somme de 300 000,00
\$ CA à titre de Fonds de règlement,
conformément à l'Entente de règlement,
constitue le règlement intégral de toutes les
Réclamations quittancées contre les
Parties quittancées;

DECLARES that the Defendant's payment
of \$300,000.00 CAD as the Settlement
Fund, in accordance with the Settlement
Agreement, constitutes full and final
satisfaction of all Released Claims against
the Released Parties;

[15] **DÉCLARE** que la présente action
collective est réglée hors cours sans frais
de justice;

DECLARES that the present action is
hereby settled out-of-court without legal
costs;

[16] **DÉCLARE** que le Tribunal
demeurera saisi du dossier pour toute
question pouvant être soulevée par les
parties relativement à la mise en œuvre de
l'Entente de règlement;

DECLARES that that the Court will remain
seized of any issue that may be raised by the
parties with respect to the implementation of
the Settlement Agreement;

[17] **APPROUVE** le paiement aux
Procureurs du Groupe de leurs honoraires
extrajudiciaires de 100 000, 00\$ plus les
taxes applicables conformément à
l'Entente de règlement;

APPROVES the payment to Class Counsel
of its extrajudicial fees of \$100,000.00 plus
applicable taxes as provided for in the
Settlement Agreement;

[18] **APPROUVE** le paiement aux
Procureurs du Groupe de leurs débours
d'un montant de X XXX,00\$ plus les taxes
applicables conformément à l'Entente de
règlement;

APPROVE the payment to Class Counsel of
its disbursements in the amount of
\$X,XXX.00 plus applicable taxes as
provided for in the Settlement Agreement;

[19] **ORDONNE** que tout Montant
résiduel du règlement excédant 10 000 \$
soit distribué à parts égales à Sécurité
alimentaire Canada et à Dans la rue, et que
tout Montant résiduel de 10 000 \$ ou moins
soit distribué en totalité à Dans la rue, le
tout conformément à la Section 3.5(f) de
l'Entente de règlement et après remise de
tous les montants dus au Fonds d'aide aux
actions collectives;

ORDERS that any Residual Settlement
Amount exceeding \$10,000 be distributed
equally to Food Secure Canada and Dans la
rue, and that any Residual Settlement
Amount of \$10,000 or less be distributed in
full to Dans la rue, in accordance with
Section 3.5(f) of the Settlement Agreement
and after payment of all amounts due to the
Fonds d'aide aux actions collectives;

[20] **NOMME** Angeion Group en tant
qu'administrateur du règlement afin

APPOINTS Angeion Group as the
Settlement Administrator for the purposes of

d'accomplir les tâches qui lui sont dévolues en vertu de l'Entente de règlement;

accomplishing the tasks that devolve to it pursuant to the Settlement Agreement;

[21] **ORDONNE** que les prélèvements du Fonds d'aide aux actions collectives prévus à l'Entente de règlement soient remis conformément à la *Loi sur le fonds d'aide aux actions collectives* et s.1(1) du *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*, et uniquement à l'égard de la partie québécoise du reliquat;

ORDERS that the levies for the *Fonds d'aide aux actions collectives* as provided for in the Settlement Agreement be remitted according to the *Act respecting the Fonds d'aide aux actions collectives* and s.1(1) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* and only as respects the Quebec portion of the balance;

[22] **ORDONNE** à l'Administrateur du règlement, Angeion Group LLC, de transmettre au Tribunal, aux parties et au Fonds d'aide aux actions collectives, le rapport d'administration conformément aux articles 59 et 60 du *Règlement de la Cour supérieure du Québec en matière civile* (RLRQ, c. 25.01, r. 0.2.1);

ORDERS the Settlement Administrator, Angeion Group LLC, to send the report of the administration of the Settlement in accordance with sections 59 and 60 of the *Regulation of the Superior Court of Québec in civil matters*, chapter C-25.01, r. 0.2.1;

[23] **DÉCLARE** que le Tribunal demeurera saisi du dossier pour toute question pouvant être soulevée par les parties relativement à la mise en œuvre de l'Entente de règlement;

DECLARES that the Court will remain seized of any issue that may be raised by the Parties with respect to the implementation of the Settlement Agreement;

[24] **DÉCLARE** qu'en cas de conflit entre la version française et la version anglaise du présent Jugement, la version anglaise prévaudra;

DECLARES that in the event of a conflict between the French version and the English version of this Judgment, the English version shall prevail;

[25] **LE TOUT**, sans frais de justice.

THE WHOLE, without legal costs.

ELENI YIANNAKIS, J.S.C.

Me Andrea Grass
ACTIS LAW GROUP INC.

Attorneys for the Plaintiffs

Me Noah Boudreau

Me Mirna Kaddis
FASKEN MARTINEAU DUMOULIN S.E.N.C.R.L., S.R.L.

Attorneys for the Defendant

SCHEDULE F

CLAIM FORM

You can also submit a claim online at www.trufflesettlement.ca (fastest) or mail this completed form to:

Truffettes de France Claims Administrator
5-112 Elizabeth Street
Toronto, Ontario, M5G 1P5

A. CLASS MEMBER INFORMATION

[illegible][illegible][illegible][illegible]

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[illegible]

B. PURCHASE INFORMATION

To be eligible, you must have purchased one or more of the following products in Canada between April 7, 2022 and [Effective Date]:

- a) Original Cocoa Truffles,
- b) Milk Chocolate Truffles,
- c) Milk & Hazelnut Truffles,
- d) Milk & Almond Truffles,
- e) Salted Caramel Cocoa Truffles.

- f) Coffee Crunch Truffles,
- g) Cognac Champagne Truffles,
- h) Organic Original Truffles,
- i) Organic Caramel Cocoa Truffles,
- j) Raspberry Flavoured Cocoa Truffles,
- k) French Mallows
- l) 70% Cacao Truffles;
- m) "Pépites" Truffles;
- n) Double Coated Truffles

Did you purchase one or more of the above Truffettes de France product(s) in Canada?

YES ☐ NO ☐

If so, how many? (up to 3 without proof of purchase)

☐ 1 ☐ 2 ☐ 3 ☐ 4 or more (attach proof of purchase)

Accepted proof of purchase includes: receipts, bank statements, credit card statements, or online order confirmations showing the purchase of a Truffettes de France product. Please attach all relevant documentation to this form. Claim Forms submitted without attached proof will be processed as "without proof of purchase" claims and capped at 3 products.

C. **YOU MUST SIGN BELOW**

I understand that if my claim is rejected, I shall have the right to request reconsideration to the Claims Administrator within 30 days after receipt of a Deficiency Letter.

I declare or affirm, under penalty of law, that the information in this Claim Form is true and correct to the best of my knowledge.

Signature: _____ Date: _____, 2026

No proof of purchase is necessary to submit a claim; however, with proof of purchase you may claim more than 3 purchases with no cap.

Payment amounts to eligible Class Members will vary depending upon the number and amounts claimed by all Class Members and other adjustments and deductions as specified in the Settlement Agreement. The amount could be between \$3.00 up to a maximum of \$18.00 without proof of purchase. There is no maximum where you submit proof of purchase. If the total amount of all claims submitted by all Class Members

exceeds the total available relief, each eligible Class Member's award shall be reduced on a *pro rata* basis.

QUESTIONS? VISIT www.TruffleSettlement.ca OR CALL 1 (866) 477-4990

SCHEDULE G

OPT-OUT FORM

Pour ce formulaire en français, visitez www.reglementtruffettes.ca ou appelez le 1-866-477-4990

Class Members are bound by the terms of the Settlement Agreement unless they opt-out of the class action.

If you opt-out, you will not be entitled to make a claim or to receive any compensation pursuant to the Settlement Agreement. If you opt-out, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your own claim. By opting-out, you will take full responsibility for taking all necessary legal steps to protect your claim.

If you wish to opt-out, you must no later than **Month XX, 2026**, complete and submit by mail the present Opt-Out Form to the following address:

Truffettes de France Settlement
5-112 Elizabeth Street
Toronto, Ontario, M5G 1P5

Quebec residents must, IN ADDITION, give notice to the Clerk of the Superior Court of Québec at:

Clerk of the Superior Court of Québec
 Palais de Justice of Montreal
 1, Notre-Dame Street East
 Montreal (Quebec) H2Y 1B6
 Court file no.: 500-06-001373-253

**IMPORTANT – THIS IS NOT A REGISTRATION FORM OR A CLAIM FORM.
 SUBMITTING THIS FORM MEANS YOU WILL NOT RECEIVE ANY MONEY OR BENEFITS
 FROM THE SETTLEMENT.
 DO NOT USE THIS FORM IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT.**

Name: _____

Address: _____

Telephone: _____

Email: _____

Declaration (please check):	
☐ I declare that I purchased one or more Truffettes de France Products in Canada between April 7, 2022 and [Effective Date]. I am signing this Opt-Out Form to EXCLUDE myself from the class action and the Settlement Agreement.	
Purpose of Opting-Out (optional, but appreciated):	
I UNDERSTAND THAT BY OPTING OUT, I WILL NEVER BE ELIGIBLE TO RECEIVE ANY COMPENSATION PURSUANT TO THE TRUFFETTES DE FRANCE SETTLEMENT AGREEMENT	
Date: _____	Signature _____

SCHEDULE H

Truffettes de France Claims Administrator
 5-112 Elizabeth Street
 Toronto, Ontario, M5G 1P5
 Toll-Free: 1-866-477-4990 | info@trufflesettlement.ca

<Name>
 <Address1>
 <Address2>
 <City>, <Prov> <PC>

YOUR CLAIM ID NUMBER: **<Claim ID>**

<DATE>

Re: Notice of Deficiency – Truffettes de France Settlement

Dear **«FirstName» «LastName»**:

We are writing to you as the Claims Administrator of the Truffettes de France Class Action Settlement. Thank you for submitting your claim.

We have reviewed your claim for completeness pursuant to the terms of the Settlement Agreement and have determined that certain deficiencies exist in your claim.

Your claim has been deemed deficient for the following reasons:

1. Your claim form was not signed. Please complete, sign, and send us the attached declaration.
2. Insufficient proof of purchase was provided. You indicated that you purchased more than 3 Truffettes de France products but did not attach adequate proof of purchase. Without proof of purchase, claims are limited to a maximum of 3 products (\$9.00).

To claim more than 3 products, please submit one or more of the following:

- Store receipt showing the product name and purchase date
 - Bank or credit card statement showing a purchase of a Truffettes de France product
 - Online order confirmation
3. Proof of purchase does not cover the Class Period. The documentation you provided shows a purchase date outside the Class Period of April 7, 2022 to **[Effective Date]**. Please provide documentation showing a purchase made within this period, or your claim will be processed as a no-proof-of-purchase claim capped at 3 products.

4. Incomplete contact information. Your Claim Form is missing the following required information: <SPECIFY: e.g., email address / mailing address / postal code>. Please provide the missing information so we can process your payment.

5. Other: <SPECIFY>

You must respond to this deficiency notice on or before (deficiency deadline) with sufficient supporting documentation (as needed) to cure all the above-mentioned deficiencies. Your claim may be rejected in whole or in part if you fail to respond by the deadline or if your claim remains deficient.

Please **include your Claim ID** on all correspondence with the Claims Administrator. Please provide your supporting documentation:

By email to: info@trufflesettlement.ca

Or by mail:

Truffettes de France Claims Administrator
5-112 Elizabeth Street
Toronto, Ontario, M5G 1P5

Regards,

Truffettes de France Claims Administrator
Toll-Free: 1 (866) 477-4990
Email: info@trufflesettlement.ca

Pour ce document en français : www.reglementtruffettes.ca ou 1-866-477-4990