

PROPOSED SETTLEMENT BENEFITS PLAN

1. Capitalized Terms. Unless defined herein, the capitalized terms used in this Proposed Settlement Benefits Plan (“Benefits Plan”) are defined in the Settlement Agreement and Release.
2. Settlement Payments. The Settlement Administrator will pay Approved Claims from the Net Settlement Fund in the following manner:
 - a. Reimbursement of Ordinary Losses. Settlement Class Members will be able to submit a claim for reimbursement of unreimbursed losses, up to a total of Two Thousand and Five Hundred United States Dollars (\$2,500.00) per Settlement Class Member. Such Ordinary Losses include:
 - i. Out-of-pocket expenses incurred as a result of the MOVEit Security Incident (to be determined by the Settlement Administrator with no right of appeal), including bank fees, long distance phone calls, cell phone charges (only if charged by the minute), data charges (only if based on the amount of data used), postage, or gasoline for local travel;
 - ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between May 27, 2023 and the date of the close of the Claims Period; and
 - iii. Lost time, up to four (4) hours of lost time, at Twenty-Five United States Dollars (\$25.00) per hour (up to \$100.00 total), for time spent dealing with the MOVEit Security Incident. Settlement Class Members must attest to the accuracy of any request for compensation for lost time.
 - b. Reimbursement of Extraordinary Losses. Settlement Class Members may submit a claim for up to Ten Thousand United States Dollars (\$10,000.00) in compensation

for proven monetary losses, professional fees (e.g., attorneys' fees and accountants' fees), and fees for credit repair services as a result of the MOVEit Security Incident ("Reimbursement of Extraordinary Losses"). A claim for Reimbursement of Extraordinary Losses is one not covered by one or more of the Reimbursement of Ordinary Losses categories.

- c. Qualifying Losses: An Ordinary Loss (other than for lost time) or Extraordinary Loss is reimbursable only if:
 - i. The loss is an actual, documented, and unreimbursed monetary loss;
 - ii. The loss was more likely than not caused by the MOVEit Security Incident;
 - iii. The loss occurred between May 27, 2023 and the end of the Claims Period;
and
 - iv. The Settlement Class Member submits reasonable documentation in support of the claimed losses (other than for lost time). Such documentation may not be "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement and claims based on such documents will be rejected by the Settlement Administrator.
- d. Alternative Cash Payment. In lieu of claiming compensation under Section 2(a) and (b), Settlement Class Members may elect to receive a one-time payment of One Hundred United States Dollars (\$100.00) without the need to document losses or attest to time spent as a result of the MOVEit Security Incident.
- e. Settlement Payment Methods. Settlement Class Members will be provided the option to receive their Settlement Payment due to them pursuant to terms of this

Agreement via various digital methods, i.e., PayPal, Venmo, etc. In the event Settlement Class Members do not exercise this option, they will receive their Settlement Payment via physical check sent by U.S. Mail.

3. Timing of Settlement Payments. Within sixty (60) days of the Effective Date, the Settlement Administrator shall cause Settlement Payments to be distributed to each Settlement Class Member that has filed an Approved Claim.

- a. Settlement Class Members must accept the deposit of all such Settlement Payments within one hundred twenty (120) days of the Effective Date. The Settlement Administrator will contact any Settlement Class Member who has not cashed their settlement check or monies by that date, and to the extent necessary to effectuate the Settlement Payment, shall reissue the payment which shall be valid for sixty (60) days. After that time, the values of any checks uncashed or monies not deposited will be deemed Residual Funds and Settlement Class Members shall have no further right to demand reissuance. However, such Settlement Class Members who make a claim but never actually access or deposit their award, as well as Settlement Class Members who do not submit a claim, will still be deemed Plaintiff Releasing Parties and will be deemed to have released all claims against Defendant Released Parties as outlined in the Settlement Agreement.

4. Insufficient or Residual Funds.

- a. If the total value of all Approved Claims exceeds the Net Settlement Fund available for distribution to Settlement Class Members, the Settlement Administrator shall reduce all Settlement Payments on a *pro rata* basis to the highest amount that will allow all Approved Claims to be paid using the Net Settlement Fund available.

- b. To the extent that the total value of all Approved Claims does not exhaust the Net Settlement Fund, the Settlement Administrator, prior to distribution of the Alternative Cash Payments, shall increase the value of the Alternative Cash Payments on a *pro rata* basis until the Net Settlement Fund is exhausted. The Settlement Administrator shall not cause Settlement Payments to be distributed until the *pro rata* adjustment is known.
- c. To the extent that there are any remaining monies in the Net Settlement Fund one-hundred eighty (180) days after the Effective Date, including:
 - i. any remaining monies resulting from the failure of Settlement Class Members to deposit or access their Settlement Payments or access their electronic Settlement Payments;
 - ii. any remaining monies resulting from the failure of Settlement Class Members to cash their Settlement Payment checks; or
 - iii. any remaining monies resulting from the failure of Settlement Class Members to timely provide required tax information such that Settlement Payments could be issued;

such monies shall be distributed in a manner to be approved by the Court. No funds may revert back to The Bank of Canton.