

ADDENDUM TO AGREEMENT¹

This addendum (the “Addendum”) to the Agreement to which this Addendum is attached, is made and entered into on November 24, 2025 by and among the Debtors and the Canadian Plaintiffs.

RECITALS

WHEREAS, on September 5, 2025, the Parties entered into the Agreement to resolve claims arising from the Cyber Security Incident and other issues related to class certification pursuant to rule 7023 of the Federal Rules of Bankruptcy Procedure and/or the authority to file a class proof of claim.

WHEREAS, Section VII of the Agreement contemplates that the Agreement may be “modified, changed, amended, or otherwise altered only by a written amendment signed by each Party.”

WHEREAS, the Debtors are in discussions with Various Underwriters at Lloyds subscribing to Cyber and Liability Policy UMR B1510CY2300014, Allied World Specialty Insurance Company, Houston Casualty Company and Landmark American Insurance Company (the “Cyber Insurers”) regarding a potential settlement (the “Cyber Insurance Settlement”) that contemplates a “buy back” of the Debtors’ cyber insurance policies (the “Cyber Insurance Policies”) for a purchase price equal to the remaining coverage limits under the Cyber Insurance Policies (the “Cyber Insurance Proceeds”).

WHEREAS, as part of the Cyber Insurance Settlement, the Cyber Insurers are seeking a release as part of any settlement of a claim that is covered by the Cyber Insurance Policies that will be funded with the Cyber Insurance Proceeds.

WHEREAS, the Debtors intend to fund a portion of the settlement amount contemplated in the Agreement with the Cyber Insurance Proceeds.

NOW, THEREFORE, in consider of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Section III.A of the Agreement is hereby amended to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth below:

Upon the Plan Effective Date, Canadian Counsel, Canadian Plaintiffs, and the Canadian Settlement Class Members (the “Canadian Class Action Parties”) shall be deemed to, and hereby agree to, release, acquit, satisfy, and forever discharge (i) the Debtors and any of their respective members, shareholders, affiliates, related entities, current and former officers, directors, employees,

¹ Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Agreement.

principals, auditors, agents, successors, predecessors, and representatives; and (ii) Various Underwriters at Lloyds subscribing to Cyber and Liability Policy UMR B1510CY2300014, Allied World Specialty Insurance Company, Houston Casualty Company and Landmark American Insurance Company (the “Cyber Insurers”) that issued certain cyber insurance policies to the Debtor for the period from May 1, 2023 through May 1, 2024 (the “Cyber Insurance Policies”) (collectively, the “Debtor Released Parties”) for any claims arising out of the Cyber Security Incident that the Canadian Class Action Parties can, shall, or may have against the Debtor Released Parties, whether known or unknown, accrued, or unaccrued, fixed or contingent, prepetition or postpetition, secured, unsecured or priority, which may presently exist or arise in the future.

2. Except as specifically set forth herein, the Agreement remains in full force and effect.

3. This Addendum may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument. Delivery of an executed counterpart of a signature page by facsimile or any other electronic transmission shall be effective as delivery of a manually executed counterpart of this Addendum.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

ACCEPTED AND AGREED by each of the signing parties below, who each warrant and represent that they have read and understand the foregoing Addendum and are entering into the foregoing Addendum voluntarily and without any duress or undue influence, and that each had the opportunity to consult with legal counsel of their own choosing before signing:

/s/ Sage Nematollahi

KND COMPLEX LITIGATION

Sage Nematollahi (admitted *pro hac vice*)

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On behalf of the Canadian Plaintiffs

/s/ Christopher Hopkins

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*On behalf of the Debtors and Debtors in
Possession in the above-captioned cases*