THIS SETTLEMENT AGREEMENT DOES NOT CONSTITUTE, AND SHALL NOT BE DEEMED, AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE DEBTORS OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY CHAPTER 11 PLAN, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE LAWS.

AMENDED SETTLEMENT AGREEMENT

This *Amended Settlement Agreement* ("Agreement") is made and entered into on September 5, 2025 (the "Effective Date") by and among: the debtors and debtors in possession in the jointly administered chapter 11 cases of *In re 23andMe Holding Co., et al.* Case No. 25-40976-357 (BCW) (collectively, the "Debtors" and, the Debtors with their non-Debtor affiliates, "23andMe" or the "Company") and the named plaintiffs (the "Canadian Plaintiffs") in (i) *J.R.* v. *23andMe Holding Co. et al.*, BCSC court file no. S-237147, Vancouver Registry, filed October 20, 2023; and (ii) *J.R. and M.M.* v. *23andMe Holding Co. et al.*, BCSC court file no. S-246520, Vancouver Registry, filed September 18, 2024 (collectively, the "Canadian Class Actions"). The Debtors and Canadian Plaintiffs may be referred to individually as a "Party" and together as "Parties."[1]

RECITALS:

WHEREAS, in October 2023, the Company identified and disclosed a data breach (the "Cyber Security Incident") which resulted in numerous actions being filed or otherwise threatened against the Company as well as the initiation of various governmental investigations.

WHEREAS, on October 20, 2023, the Canadian Plaintiffs filed a lawsuit against 23andMe, Inc. in the Supreme Court of British Columbia (the "Canadian Court") alleging damages arising from the Cyber Security Incident.

WHEREAS, on November 24, 2023, plaintiff "Carolyn Rock" issued a statement of claim commencing a proposed class proceeding against 23andMe Holding Co. and 23andMe, Inc. in the Ontario Superior Court, court file no. CV-23-00710212-00CP (the "Ontario Action").

WHEREAS, on April 11, 2024, plaintiff in the Ontario Action agreed to stay its proceeding in favor of the Canadian Class Actions.

WHEREAS, on September 18, 2024, the Canadian Plaintiffs filed a lawsuit against the Debtors and certain non-debtor individuals and entities, including certain of the Debtors' current or former directors and/or officers (the "D&O's") and the Debtors' auditor, KPMG LLP (United States) ("KPMG"), in the Canadian Court alleging damages from the Cyber Security Incident.

WHEREAS, on March 23, 2025, each Debtor filed a voluntary petition for relief with the United States Bankruptcy Court for the Eastern District of Missouri (the "Bankruptcy Court") under chapter 11 of title 11 of the United States Code.

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[1] All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order (as defined herein).

WHEREAS, on April 30, 2025, the Bankruptcy Court entered the *Order (I) Establishing Bar Dates for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof and (II) Granting Related Relief* [Docket No. 349] (the "Bar Date Order"), establishing, among other things, July 14, 2025 as the deadline to file claims arising out of or related to the Cyber Security Incident.

WHEREAS, on May 26, 2025, with consent from the Canadian Plaintiffs, the Canadian Court recognized the Debtors' chapter 11 cases as a "foreign main" proceeding pursuant to the *Companies' Creditors Arrangement Act* (Canada) and granted other related relief, *In the Matter of the Companies' Creditors Arrangement Act, R.S.C.1985, c. C-36 as amended, and In the Matter of 23andMe Holding Co. and 23andMe, Inc.*, Case No. VLC-S-253696 (Can. B.C. S.C.).

WHEREAS, on June 5, 2025, the Bankruptcy Court entered the *Stipulation and Agreed Order Providing for a Temporary Stay of the Canadian Proceedings* [Docket No. 655], extending the automatic stay to the D&Os and KPMG.

WHEREAS, on August 12, 2025, the Debtors and the Canadian Plaintiffs executed a settlement agreement (the "Original Settlement Agreement") to resolve issues concerning Canadian Counsel's authorization to file a class proof of claim on behalf of the Canadian Plaintiffs and the putative class members in the Canadian Class Actions (the "Rule 7023 Issues").

WHEREAS, the Debtors and the Canadian Plaintiffs have agreed to modify the terms of the settlement as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties stated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties represent, warrant, consent, and agree as follows:

I. **Adoption of Recitals**. The above recitals are true and correct, are incorporated herein by this reference, and constitute a part of this Agreement.

II. **Settlement Terms**. Subject to the conditions set forth in this Agreement, the Parties agree as follows:

A. Counsel ("Canadian Counsel") to the named plaintiffs in the Canadian Class Actions may file one, consolidated class proof of claim ("Canadian Class POC") on behalf of the Canadian Plaintiffs and any individual who (i) was a customer of the Debtors at any time between May 1, 2023 through October 1, 2023 (the "Cyber Security Incident Period"); (ii) resided in Canada during the Cyber Security Incident Period; and (iii) received a notice from the Debtors notifying the customer that their personal information was compromised in the Cyber Security Incident (together with the Canadian Plaintiffs, the "Canadian Settlement Class Members"), subject to the following:

1. The Canadian Class POC must be submitted on or before the Cyber Security Incident Bar Date (*i.e.*, July 14, 2025);

2. The Canadian Class POC may be filed in an amount determined by Canadian Class Counsel in accordance with applicable law;

3. Notwithstanding the filed amount of the Canadian Class POC, subject to the occurrence of the Plan Effective Date (as defined below) and as of the date this Agreement is approved by the appropriate court(s) on a final basis, the Canadian Class POC shall be deemed to be an allowed claim in the amount of US$3,250,000.00 (the "Canadian Class Allowed Claim") and the recovery on account of the Canadian Class Allowed Claim will not exceed US$3,250,000.00 of distributions; and

4. The Canadian Class POC shall be administered and reconciled, as applicable, in the U.S. in accordance with the claims administration process set forth in an Acceptable Plan.

B. Pursuant to this Agreement, and for settlement purposes only, the Debtors hereby agree to the certification of the Canadian Settlement Class Members under Rule 7023 of the Bankruptcy Rules.

C. Pursuant to this Agreement, Canadian Counsel and Canadian Plaintiffs further agree to the following:

1. Canadian Counsel shall engage in good faith negotiations with the Debtors regarding the terms of a mutually acceptable chapter 11 plan which is in all material respects consistent with this Agreement (an "Acceptable Plan"), and Canadian Counsel agrees that any plan that is in material respects consistent with this Agreement constitutes an Acceptable Plan;

2. If an Acceptable Plan has been filed, and such Acceptable Plan contemplates separate classification of Canadian Settlement Class Members from general unsecured creditors, Canadian Counsel and Canadian Plaintiffs shall support such separate classification; *provided* that such class of Canadian Settlement Class Members receives pro rata treatment with all other general unsecured classes on account of any allowed Canadian Class POC, unless otherwise agreed by Canadian Counsel, in accordance with the Bankruptcy Code;

3. Canadian Counsel, on behalf of the Canadian Settlement Class Members, shall vote in favor of the Acceptable Plan and will use commercially reasonable efforts to encourage Canadian Settlement Class Members who file individual proofs of claim to support and vote in favor of an Acceptable Plan, including but not limited to submitting a letter of support for such plan to be included as part of the solicitation package; *provided* that the costs and expenses associated with sending such a letter of support shall in no event be borne by Canadian Counsel or Canadian Settlement Class Members;

4. If an Acceptable Plan contemplates certification of a settlement class comprised of Canadian Settlement Class Members pursuant to applicable laws which shall be determined upon good faith negotiation between the Debtors and Canadian Counsel on behalf of the Canadian Settlement Class Members, the Debtors shall seek approval of a process whereby;

    a. The funds approved for the Canadian Class Allowed Claim will be placed in a separate trust, sub-trust or similar vehicle (the "Canadian Data Breach Class Settlement Fund") controlled by Canadian Counsel for the benefit of Canadian Settlement Class Members and, if and to the extent approved by the appropriate court(s), Canadian Counsel;

    b. Canadian Counsel shall oversee distribution of the Canadian Data Breach Class Settlement Fund pursuant to a proposed benefits plan approved by the appropriate court(s) (the "Canadian Class Benefits Plan"), with the costs of administering the Canadian Data Breach Class Settlement Fund and the Canadian Class Benefits Plan paid from the Canadian Data Breach Class Settlement Fund;

    c. The Canadian Class Benefits Plan shall include the ordinary terms of approval process of the Canadian Data Breach Class Settlement Fund, including but not limited to the dissemination of appropriate notice to the Canadian Settlement Class Members, as approved by the appropriate court(s), the costs of which shall be paid from the Canadian Data Breach Class Settlement Fund in amounts approved by the appropriate court(s);

    d. Any Canadian Settlement Class Member that individually and timely filed a valid proof of claim ("POC") shall have the opportunity to "opt out" of the Canadian Class Benefits Plan by timely and validly electing to opt out of the Canadian Class Benefits Plan. Any Canadian Class Member that fails to timely opt out of the Canadian Class Benefits Plan shall receive benefits as set forth in the Canadian Class Benefits Plan, and may not maintain a separate POC in the bankruptcy or otherwise assert or continue their claim in the Canadian Class Actions. Any Canadian Settlement Class Member that opts out may be placed in a separate class under the Plan;

    e. If more than 10% of the Canadian Settlement Class Members who filed individual POCs opt out of the Canadian Class Benefits Plan (the "Opt-Out Percentage"), the Debtors shall have the option to provide Canadian Counsel with notice terminating the Agreement and the Debtors' right to object to the allowance and full amount of the Canadian Class POC shall be fully preserved; and

f. In the event that the Opt-Out Percentage is triggered and the Debtors exercise the option to terminate the Agreement, any and all obligations imposed on the parties pursuant to this Agreement shall be terminated, and this Agreement shall be without prejudice to either of the Parties' respective rights, claims and/or defenses in the Canadian Class Actions.

5. Upon the Acceptable Plan becoming effective in accordance with its terms (the "Plan Effective Date") and the funding of the Canadian Data Breach Class Settlement Fund, Canadian Plaintiffs shall promptly move to dismiss the Canadian Class Actions with prejudice and without costs to any Party and the Canadian Settlement Class Members' claims against the Debtors, the Debtors' D&Os as well as KPMG arising from or related to the Canadian Class Actions shall be finally and fully compromised, settled, and released; *provided* that the Canadian Plaintiffs agree to further stay the Canadian Class Actions until the earlier of (a) the funding of the Canadian Data Breach Class Settlement Fund or (b) termination of this Agreement in accordance with the terms herein.

6. Upon the Plan Effective Date and the funding of the Canadian Data Breach Class Settlement Fund, Canadian Plaintiffs shall promptly move, and/or shall cause that a motion be brought, to dismiss the Ontario Action with prejudice and without costs to any Party and the Canadian Settlement Class Members' claims against the Debtors asserted in this proceeding shall be finally and fully compromised, settled, and released; *provided* that the Canadian Plaintiffs agree to further stay the Ontario Action until the earlier of (a) the funding of the Canadian Data Breach Class Settlement Fund or (b) termination of this Agreement in accordance with the terms herein.

D. Canadian Counsel and Canadian Settlement Class Members shall not use this Agreement to argue that any class has been properly pleaded or accepted by the Debtors for purposes of the Canadian Class Actions. Parties to this Agreement reserve all rights and remedies available to such Parties in the Canadian Class Actions if they proceed other than by way of an Acceptable Plan.

E. If this Agreement is not consummated in accordance with the terms outlined herein, any and all obligations imposed on the Parties pursuant to this Agreement shall be terminated, and this Agreement shall be without prejudice to either of the Parties' respective rights, claims and/or defenses in the Canadian Class Actions.

F. The Debtors and the Canadian Plaintiffs in the Canadian Class Actions shall forthwith bring an application for recognition in the Supreme Court of British Columbia of any order entered by the Bankruptcy Court approving the terms of this Agreement.

G. The order under rules 9019 and 7023 of the Federal Rules of Bankruptcy Procedure approving and implementing the terms of this Agreement on a final basis (the "Final Approval Order") shall, among other things, provide for the allowance of the Canadian Class Allowed Claim under rule 9019 settlement

approval standards; accordingly, all other parties in interest shall have the opportunity to object to allowance of the Canadian Class Allowed Claim by way of an objection to the Final Approval Order; *provided further* that the hearing to consider the Agreement on a final basis shall not take place before an Acceptable Plan goes effective in accordance with its terms; *provided further* that Canadian Counsel may commence the process for noticing Canadian Settlement Class Members regarding the settlement contemplated in this Agreement prior to entry of the Final Approval Order so long as such process is commenced no earlier than the date the Bankruptcy Court enters an order confirming a plan in these chapter 11 cases.

III. Mutual Releases.

A. 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 the Debtors and any of their respective members, shareholders, affiliates, related entities, current and former officers, directors, employees, principals, auditors, agents, successors, predecessors, and representatives (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.

B. Upon the Plan Effective Date, the Debtors and any of their respective members, shareholders, affiliates, related entities, current and former officers, directors, employees, principals, agents, successors, predecessors, and representatives shall be deemed to, and hereby agree to, release, acquit, satisfy, and forever discharge Canadian Class Action Parties for any claims arising out of the Cyber Security Incident, including any claims arising out of or related in any way to the institution, prosecution or settlement of the Canadian Class Actions against 23andMe Inc., that the Debtors can, shall, or may have against the Canadian Class Action 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.

C. The Parties agree that the releases set forth herein shall be construed as broadly as possible, except that the obligations of the Parties as set forth in this Agreement shall not be released.

IV. **Further Assurances**. Each of the Parties shall execute and deliver to the other all such other documents as may reasonably be requested to accomplish whatever may be contemplated pursuant to this Agreement, and hereby agree to do and perform all acts, and to make, execute, and deliver all instruments and documents necessary to perform the obligations or consummate the transactions contemplated by this Agreement.

V. **Non-Waiver**. The failure of any Party to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that Party thereafter from enforcing each and every provision of this Agreement. The rights granted to the Parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such Party's right to assert all other legal remedies available to it under the circumstances.

VI. **Prevailing Party**. Except as otherwise provided in this Agreement, the Parties acknowledge and agree that each of them, as between them, will bear their own costs, expenses, and attorneys' fees arising out of the negotiation, preparation, and execution of this Agreement, and all matters arising out of or connected therewith.

VII. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes any and all other understandings and agreements between the Parties with respect to the subject matter hereof, including the Original Settlement Agreement, and no representation, statement, or promise not contained herein shall be binding on either Party. This Agreement may be modified, changed, amended, or otherwise altered only by a written amendment signed by each Party.

VIII. **Execution in Counterparts**. This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by photocopy, facsimile, electronic, email, or other copies of signatures shall have the same effect as an ink-signed original.

IX. **Binding Nature of the Agreement on the Debtors' Estates**. Subject to Bankruptcy Court approval of this Agreement, this Agreement shall be binding upon the Debtors and any subsequently appointed chapter 11 or chapter 7 trustee and shall be enforceable by the Canadian Plaintiffs against the Debtors and their estates both during these chapter 11 cases and, if applicable, after conversion to chapter 7 or the dismissal of the chapter 11 cases.

X. **Review by Counsel; Voluntary Agreement.** The Parties confirm they have had the terms of this Agreement explained to them by their attorneys, and by executing this Agreement they represent that they are relying upon their own judgment and the advice of the counsel of their choice and are not relying upon any recommendations or representations of any opposing party, opposing counsel, or other representative, other than those representations expressly in this Agreement.

XI. **Jointly Drafted.** The Parties to this Agreement have cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against either Party on the basis that the Party was the drafter.

XII. **Cooperation and Best Efforts**. The Parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the Parties thereto, and the Parties shall use their reasonable best efforts to obtain Bankruptcy Court approval.

XIII. **Authority**. Subject to approval of the Bankruptcy Court, the individuals executing this Agreement on behalf of the Parties have the full power and lawful authority to execute and deliver this Agreement, as well as all of the other documents executed or delivered, or to be executed or delivered, by the Parties in connection herewith, to perform the obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Parties, the performance of the obligations hereunder, and the consummation by the Parties of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Parties and no other corporate proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Subject to approval of the Bankruptcy Court, each of the documents in connection herewith to which the Parties are, or will be, a party, has been, or will be, duly and validly executed and delivered by the Parties, and, assuming the due authorization, execution, and delivery of the documents by the other Parties, are (or when executed and delivered will be) legal, valid, and binding obligations of the Parties.

XIV. **Governing Law.** The exclusive jurisdiction for any dispute related to this Agreement, including interpretation and enforcement thereof, shall be the Bankruptcy Court.

XV. **Severability**. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, all other parts shall remain fully valid and enforceable.

XVI. **Court Approvals.** The execution and delivery of this Agreement by the Parties, the performance of the obligations hereunder, and the consummation by the Parties of the transactions contemplated hereby are all dependent on and subject to (a) the entry of any order by the Bankruptcy Court approving the Agreement in full, which may include the order confirming a chapter 11 plan and (b) recognition and/or approval of the Agreement by the Supreme Court of British Columbia. Absent such an order, this Agreement and all the provisions hereunder will be of no effect.

XVII. **Notice.** Where this Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email to the representatives for the Party to whom notice is being provided, as identified below:

For the Canadian Plaintiffs and Canadian Counsel:

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For the Debtors:
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XVIII. Choice of Language. It is the express wish of the parties that this Agreement be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés seulement en anglais.*

IN WITNESS WHEREOF, the Parties have executed this Agreement 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 Agreement and are entering into the foregoing Agreement 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