

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Veriff, Inc. (“Defendant”) and Anthony McGowan; A.M., a Minor, by and through his guardian Anthony McGowan; and Carlos Pena, Jr. (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class, in the case *McGowan, et al. v. Veriff, Inc.*, No. 2021L001202, currently pending in the Circuit Court of DuPage County, Illinois (the “Litigation”). Defendant and Plaintiffs are each referred to herein as a “Party” and are collectively referred to as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On November 12, 2021, Plaintiffs Anthony McGowan and A.M. filed a class action lawsuit against Defendant and Roblox Corporation, alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”).
2. On December 16, 2021, Defendant timely removed the case to the United States District Court for the Northern District of Illinois, pursuant to 28 U.S.C. §§ 1332(d), 1441(a), 1446, and 1453. The case was assigned to the Honorable Jorge L. Alonso, and captioned *McGowan, et al. v. Veriff, Inc. et al.*, No. 2021-cv-06706.
3. On January 31, 2022, Plaintiffs voluntarily dismissed all claims against Roblox Corporation. Defendant moved to dismiss Plaintiffs’ Complaint, arguing that: (1) the court lacked personal jurisdiction over Defendant; (2) Plaintiffs failed to allege that Defendant’s conduct relevant to their BIPA claims occurred primarily and substantially in Illinois; and (3) Plaintiffs failed to state a claim under 740 ILCS 14/15(c).
4. On February 22, 2022, Plaintiffs filed their operative First Amended Complaint as of right pursuant to Fed. R. Civ. P. 15(a)(1)(B), dropping a named plaintiff, Walter Galligani, adding an additional named plaintiff, Carlos Pena, Jr., and alleging that Defendant violated Sections 15(b), (c), and (d) of BIPA.
5. Thereafter, the Parties agreed to attempt to resolve the Litigation through mediation. On April 28, 2022, the Parties participated in a full-day, arm’s-length mediation overseen by the Honorable James F. Holderman (Ret.) of JAMS Chicago, a former Chief Judge of the U.S. District Court for the Northern District of Illinois.
6. With the assistance of Judge Holderman, the Parties reached a settlement in principle by which the Parties agree to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiffs and Settlement Class Members have or may have had against Defendant and related persons and entities, as set forth herein.
7. In order to avoid any jurisdictional challenges to the Settlement, the Parties filed a Stipulation to Remand in the Northern District of Illinois.

8. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time and expense.
9. Defendant denies all charges of wrongdoing or liability of any kind whatsoever that have been asserted in this Litigation or may in the future be asserted. Despite Defendant's belief that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement, or the negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.
10. Following arm's-length negotiations, including mediation overseen by an experienced mediator, the Parties now seek to enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.
11. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.
12. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised on the following terms and conditions.

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below:

13. "Administrative Expenses" shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing notice,

communicating with Settlement Class Members, evaluation of claims, and disbursing payments to the proposed Settlement Class Members.

14. “Approved Claims” shall mean complete and timely claims for cash compensation submitted by Settlement Class Members, that have been approved for payment by the Settlement Administrator.
15. “Biometrics” shall mean information of individuals in Illinois that constitutes a biometric identifier or biometric information as defined in BIPA. The term Biometrics includes only data covered by BIPA and does not include any other data.
16. “Claim Form” shall mean the form, substantially in the form of Exhibit B hereto, that Settlement Class Members may submit to obtain compensation under this Settlement.
17. “Claims Deadline” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date no later than sixty-three (63) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.
18. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean each member of the settlement class, as defined in Section III of this Agreement, who does not timely elect to be excluded from the Settlement Class.
19. “Class Counsel” shall mean Evan M. Meyers, Timothy P. Kingsbury, Andrew T. Heldut and Colin P. Buscarini of McGuire Law, P.C.
20. “Class List” shall mean the list of potential Settlement Class Members’ names, birthdates, mailing addresses (to the extent such information is available), and Class Members’ identification documentation submitted to Veriff and, to the extent in Defendant’s possession, made available to the Settlement Administrator.
21. “Counsel” or “Counsel for the Parties” shall mean both Class Counsel and Defendant’s Counsel, collectively.
22. “Court” shall mean the Honorable Bryan Chapman of the Circuit Court of DuPage County, Illinois, or any other judge who shall have jurisdiction over the pending Litigation.
23. “Defendant’s Counsel” shall mean Perkins Coie LLP.
24. “Effective Date” shall mean one business day following the latter of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or incentive award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without

any material modification, of all proceedings arising out of the appeals(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order. If there are no objectors, the Effective Date is one day after entry of the Final Approval Order.

25. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they will seek approval of an award of attorneys’ fees, costs, and expenses, as well as an Incentive Award for the Class Representatives.
26. “Fee Award” shall mean the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel.
27. “Final Approval Hearing” shall mean the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving an Incentive Award to the Class Representatives.
28. “Final Approval Order” shall mean an order entered by the Court that:
 - i. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
 - ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
 - iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
 - iv. Approves the Release provided in Section IV and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties;
 - v. Reserves jurisdiction over the Settlement and this Agreement; and
 - vi. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.
29. “Incentive Award” shall mean an award paid from the Settlement Fund to Plaintiffs Anthony McGowan; A.M., a Minor, through his guardian Anthony McGowan; and Carlos Pena, Jr. in acknowledgement of their participation in pursuit of this litigation and shall have the qualities further set forth in Section XV of this Agreement.

30. “Long Form Notice” means notice of this Settlement, substantially in the form of Exhibit D hereto, which shall be posted on the Settlement Website in accordance with Section IX below to inform Class Members of their rights and duties under this Settlement.
31. “Notice” shall mean the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and in Exhibits C and D hereto and is consistent with the requirements of due process.
32. “Notice Date” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than sixty (60) days after entry of Preliminary Approval.
33. “Objection/Exclusion Deadline” shall mean the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately forty-two (42) days after the Notice Date, as approved by the Court.
34. “Preliminary Approval” shall mean the date of entry of the Preliminary Approval Order.
35. “Preliminary Approval Order” shall mean the Court’s Order, substantially in the form of Exhibit A hereto, preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.
36. “Related Actions” shall mean any proceedings, other than the Litigation, that allege that Defendant or any Released Party violated BIPA, or any related statutes or common law claims.
37. “Released Claims” shall mean any and all claims by Settlement Class Members arising out of or related to the (1) alleged possession, collection, capture, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, redisclosure, dissemination, storage, transmittal, retention and destruction policies made available to the public, policies relating to, and/or protection from disclosure of alleged Biometrics, including, but not limited to, claims based on or arising out of BIPA or any other federal, state, or local statute, regulation, or common law; and (2) any claims that were or could have been brought in the Litigation or that could have been brought against any of the Released Parties related to BIPA, including, but not limited to, any tort, contract, or privacy claims.
38. “Released Parties” shall refer, jointly and severally, and individually and collectively, to Defendant, and/or any of its past, present, or future, direct or indirect, agents, subsidiaries, parents, and affiliates, and their respective managers, employees, divisions, benefit plans, trustees, associates, corporations, companies, investors, shareholders, officers, directors, partners, members, owners, heirs,

executors, predecessors, successors, assigns, insurers, reinsurers, agents, and attorneys. Released Parties shall not include Veriff's customers even if such entities would otherwise fall within this definition.

39. "Releasing Parties" shall refer, jointly and severally, and individually and collectively, to Plaintiffs Anthony McGowan, A.M., a Minor, by and through his guardian Anthony McGowan, and Carlos Pena, Jr., the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.
40. "Settlement Administrator" shall mean, subject to Court approval, Epiq Class Actions & Claims Solutions.
41. "Settlement Class" shall have the meaning set forth in Paragraph 49, below.
42. "Settlement Fund" means the settlement fund to be established by Defendant in the amount of \$4,000,000.00 (four million U.S. dollars). All payments from the Settlement Fund are subject to the terms and conditions set forth herein.
43. "Settlement Website" means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of Exhibits B and Exhibit D (or any forms of these documents that are approved by the Court), this Settlement Agreement, and all relevant Court documents related to the Settlement. The URL of the Settlement Website shall be "BIPAVeriffSettlement.com" or such other URL that the Parties may agree to and that is approved by the Court. Settlement Class Members shall be able to submit Claim Forms via the Settlement Website.
44. "Short Form Notice" means direct individual summary notice, substantially in the form of Exhibit C hereto, which shall be sent to Class Members in accordance with Section IX below.
45. "Veriff" means Veriff, Inc., Veriff OÜ and all parents, subsidiaries and related entities.

III. SETTLEMENT CLASS CERTIFICATION

46. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained in Paragraph 49 below; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (3) Plaintiffs' Counsel shall be appointed as Class Counsel.
47. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter the Final Approval Order of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of

any Class will immediately be vacated and have no effect, and the Parties will be returned to their positions with respect to the Litigation as if the Agreement had not been entered into.

48. In the event that the Final Approval Order of the Settlement is not entered: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

49. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All individuals whose Biometrics were collected, captured, purchased, received through trade, possessed, retained or otherwise obtained while in Illinois by Veriff or its technology for purposes of identity verification between November 12, 2016, and [Preliminary Approval], and whose identity was verified.

Defendant estimates that the class consists of approximately 68,091 individuals.

50. Excluded from the Settlement Class are all persons who consented to the collection, capture, purchase, possession, receipt through trade, retention, or other obtainment or possession of their Biometrics by Veriff or its parents, subsidiaries or agents, all persons who timely elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.

IV. SETTLEMENT OF THE LITIGATION AND ALL CLAIMS AGAINST THE RELEASED PARTIES

51. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of Plaintiffs and the Settlement Class, the Litigation, any Related Actions, and the Released Claims and any other claims that have been brought, could have been brought, or could be brought now or at any time in the future against the Released Parties by the Releasing Parties in the Litigation, Related Actions, or any other proceeding arising out of, in any manner related to, or connected in any way with the Released Claims.

52. In addition to the effect of any final judgment entered in accordance with this Agreement, upon final approval of this Agreement, and for other valuable consideration as described herein, the Released Parties shall be completely released, acquitted, and forever discharged from any and all Released Claims.

53. As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel all Released Claims against the Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims.
54. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.
55. The Released Parties do not admit any liability or wrongdoing. The Settlement Agreement may not be construed in whole or in part as an admission of fault by the Released Parties. The Released Parties agree to this settlement to avoid the burden and expense of litigation without in any way acknowledging any fault or liability.

V. SETTLEMENT FUND

56. Establishment of Settlement Fund

- a. Within twenty-one (21) days of Preliminary Approval, Defendant shall create the Settlement Fund by paying to the Settlement Administrator a reasonable estimate of the Administrative Expenses. Within seven (7) days of the Effective Date of this Agreement, Defendant shall pay to the Settlement Administrator the remainder of the Settlement Fund. The foregoing payment obligations are contingent upon receipt of adequate payment instructions and a valid W-9 for the Settlement Fund.
- b. All funds required to be paid by Defendant under this paragraph shall be provided by Defendant to the Settlement Administrator and maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.
- c. If the Settlement Agreement is not finally approved, the Settlement Administrator shall return any monies paid by Defendant to the Settlement Fund to Defendant within 15 days of the denial of final approval, less any Administrative Expenses paid to such date. Plaintiffs shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.
- d. The Settlement Fund shall be used to pay (i) Approved Claims, (ii) Incentive Awards to the Class Representatives, (iii) the Fee Award; and (iv) costs of administration of the Agreement to the Settlement Administrator, including without limitation payment of Administrative Expenses.

- e. In accordance with Section VI below, the amount of any uncashed checks after 100 days, less any funds necessary for settlement administration, will be distributed to a *cy pres* recipient(s) selected by the Parties and approved by the Court.
 - f. The Settlement Fund represents the total extent of the Released Parties' monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and in accordance with Paragraph 56(a) above. Defendant and Released Parties shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the settlement beyond the Settlement Fund.
 - g. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the amount of the Settlement Fund.
57. A Settlement Class Member who timely submits a valid Claim Form shall be entitled to a *pro rata* payment from the Settlement Fund after deductions for Administrative Expenses, any Fee Award, and any Incentive Award to the Class Representatives. Thus, each Settlement Class Member who timely submits a valid Claim Form shall receive the same amount of the Settlement Fund as each other Settlement Class Member who timely submits a valid Claim Form.

58. **Procedure for Approving Settlement**

- a. **Unopposed Motion for Preliminary Approval of the Settlement by the Court.**
 - i. Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class, giving Preliminary Approval to the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and Claim Form (the "Unopposed Motion for Preliminary Approval") under the terms specified herein.
 - ii. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the Claim Form and the forms of notice to the Settlement Class; and setting the Final Approval Hearing.
 - iii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the

Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed class representatives, and that Plaintiffs' Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Litigation as if the Settlement had not occurred.

VI. SUBMISSION AND EVALUATION OF CLAIMS

59. All claims must be submitted via a Claim Form. The Claim Form shall be substantially in the form attached hereto as Exhibit B.
60. The Claim Form must be submitted (either electronically submitted or else postmarked) on or before the Claims Deadline.
61. Completed Claim Forms shall be submitted directly to the Settlement Administrator electronically via the Settlement Website, via electronic mail, or via U.S. Mail, for processing, assessment, and payment.
62. Any Claim Form that lacks the requisite information will be deemed to be incomplete and ineligible for payment. However, for any partially-completed Claim Forms, the Settlement Administrator shall attempt to contact the Settlement Class Member who submitted the Claim Form at least one time by e-mail, telephone and/or U.S. Mail (i) to inform the Settlement Class Member of any error(s) and/or omission(s) in the Claim Form and (ii) to give the Settlement Class Member an opportunity to cure any errors and/or omissions in the Claim Form. The Settlement Class Member shall have until the Claims Deadline, or fourteen (14) days after the Settlement Administrator sends the e-mail, telephone, or regular mail notice to the Settlement Class Member regarding the deficiencies in the Claim Form, whichever is later, to cure the error(s) and/or omission(s) in the Claim Form.
63. A Settlement Class Member is not entitled to any compensation from the Settlement Fund if they submit a Claim Form after the Claims Deadline, and/or if the Claim Form is incomplete after an opportunity to cure any error(s) and/or omission(s) or contains false information.
64. Within fourteen (14) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may accept or reject any Claim Form submitted, and may, upon its discretion, request additional information prior to initially rejecting or accepting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse

and/or fraud, and shall deny Claim Forms which are incomplete (subject to Paragraph 62, above) and/or where there is evidence of abuse and/or fraud.

65. Within fourteen (14) days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved Claims (“Initially Approved Claims List”), and, upon request, shall include an electronic PDF copy of all such initially approved Claim Forms. Within fourteen (14) days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”), and, upon request, shall include an electronic PDF copy of all such initially rejected Claim Forms. However, the last name, address, any other identifying information on the Initially Approved Claim List and the Claim Forms shall be redacted prior to submission to Class Counsel. Additionally, in the event that Veriff’s Customer is identified on the Claim Form, the Settlement Administrator shall redact such information prior to submission to Class Counsel.
66. Counsel for the Parties shall have fourteen (14) days after the date they receive the Initially Approved Claims List to audit and challenge any Initially Approved Claims. Within fourteen (14) days after Counsel for the Parties receive the Initially Approved Claims List, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge. Either Party may request the Claim Forms for any claims appearing on the other Party’s Notice of Claim Challenges. However, the last name, address and any other identifying information on the Initially Approved Claims List and the Claim Forms shall be redacted prior to submission to Class Counsel. Additionally, in the event that Veriff’s Customer is identified on the Claim Form, the Settlement Administrator shall redact such information prior to submission to Class Counsel.
67. Similarly, Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have fourteen (14) days after the date they receive the Initially Rejected Claims List to audit and challenge any initially rejected claims. Within fourteen (14) days after Counsel for the Parties receive the Initially Rejected Claims List, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge. Either Party may request the Claim Forms for any claims appearing on the other Party’s Notice of Claim Challenges. However, the last name, address, any other identifying information on the Initially Rejected Claims List and the Claim Forms shall be redacted prior to submission to Class Counsel. In the event that Veriff’s Customer is identified on the Claim Form, the Settlement Administrator shall redact such information prior to submission to Class Counsel.
68. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over any challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. The date all claims are finalized without any further dispute shall be referred to as the “Claims Finalization

Date.” If there are no challenges to the initial claims determination reached by the Settlement Administrator, then the Claims Finalization Date shall be the date both Class Counsel and Defendant’s Counsel inform each other by email that they do not have any objection to the claims determination made by the Settlement Administrator, or the time for informing each other of such challenges has lapsed.

69. Within seven (7) days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties a spreadsheet setting forth the claim number and totaling the amount to be paid for each claimant, which shall be an equal amount for each approved claim (the “Final Claims List”). Within ten (10) days of the Claims Finalization Date, the Settlement Administrator shall send an electronic payment or check by First Class U.S. Mail, as elected by the claimant, to each Settlement Class Member on the Final Claims List. The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within five (5) business days of the last such payment.
70. In the event that checks sent to Settlement Class Members are not cashed within one hundred (100) days after their date of issuance, or electronic payment is unable to be processed within one hundred (100) days of the first attempt, such funds will be distributed to a *cy pres* recipient(s) selected by the Parties and approved by the Court. The Court may revise this *cy pres* provision as necessary without terminating or otherwise impacting this Settlement Agreement, provided the Court’s revision does not increase the amount that Defendant would otherwise pay under this Settlement Agreement.

VII. PROSPECTIVE RELIEF

71. Without admitting any liability, Defendant represents that it has taken commercially reasonable steps to comply with BIPA and will continue to take steps to remain compliant with BIPA to be implemented within a reasonable time after the entry of the Final Approval Order. Those steps include:
 - a. Defendant agrees to obtain through commercially reasonable methods BIPA-compliant consent of individuals in Illinois to collect, capture, obtain, store, retain, disclose, redisclose, or disseminate their Biometrics, including requesting that Defendant’s customers that are subject to BIPA obtain such consent.
 - b. Defendant agrees not to sell, lease, trade to any third-party or otherwise profit from the Biometrics of any individual in Illinois, except as permitted under BIPA. The Parties make no representations with respect to, and Defendant does not concede that, Defendant’s sale or license of its technology constitutes a sale of Biometrics under Section 15(c) of BIPA.
 - c. Defendant agrees that Biometrics obtained from individuals in Illinois will be stored, transmitted, and protected from disclosure using reasonable security measures that are consistent with BIPA and at least as protective as

the manner in which Defendant stores, transmits, and protects other confidential and sensitive information.

- d. Defendant agrees to require in its standard terms and conditions with customers serving individuals in Illinois that Defendant's products may be used only in compliance with all applicable laws and regulations including, but not limited to, BIPA. Any failure by Defendant's customers to comply with such terms and conditions shall not constitute a breach of this provision by Defendant.
- e. Defendant agrees to develop a publicly-available policy establishing a retention schedule and a procedure for permanently destroying Biometrics of individuals in Illinois in its possession in accordance with BIPA.
- f. Defendant may seek the Court's approval to modify these commitments to conform to applicable law.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

- 72. This Settlement shall be subject to and conditioned on final approval by the Court. As set forth in Section XIV, either Party shall have the right to withdraw from the Settlement if the Court does not approve the material aspects of the Settlement.
- 73. Plaintiffs, through Class Counsel, shall submit this Agreement, together with its Exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of Exhibit A, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Plan.
- 74. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately one week after the Claims Deadline, and approve the settlement of the Litigation as set forth herein. At least ten (10) days prior to the Final Approval Hearing, or by some other date if so, directed by the Court, Plaintiffs will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representatives and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment consistent with Section XIII below, and file a memorandum in support of the motion for final approval.

IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

- 75. **Class List**
 - a. The Preliminary Approval Order will order Defendant or another Released Party to develop a list of all persons whose identities, based on a

commercially reasonable review of Defendant's records, were verified by Veriff (i) while in Illinois, or (ii) with information indicating the individual was in Illinois at the time the individual used Veriff (the "Class List"). Such list shall include such persons' names, mailing addresses, birthdates, and identification documentation submitted to Veriff, if available.

- b. The Preliminary Approval Order will order Defendant or another Released Party (the "Class List Producing Party") to provide such list to the Settlement Administrator, only in conformance with, and pursuant to, the European Union's General Data Protection Regulation, (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"). Prior to production of the Class List, the Class List Producing Parties and the Settlement Administrator will enter into a Data Processing Agreement compliant with the GDPR Art. 28 or any other applicable legal provision that will govern the use, processing, security, retention, and deletion of the Class List (the "DPA"), attached as Appendix A. In connection with the DPA, the Class List Producing Parties and the Settlement Administrator will also enter into the EU Standard Contractual Clauses, Module 2 ("SCCs"), which will govern the transfer of any personal data protected by the GDPR from the EU to the United States for processing in accordance with this Settlement Agreement, attached as Appendix B.
- c. Upon receipt of the Class List, the Settlement Administrator shall then take reasonable steps to confirm the contact information for persons on the Class List, and, where necessary, shall extract contact information from identification documents provided by Veriff in a jpeg format. The Settlement Administrator will use and process the Class List only as allowed under this Settlement Agreement and in compliance with the provisions set forth in the DPA at Appendix A and SCCs at Appendix B.
- d. Except as provided above in Section VI any information relating to Settlement Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to Class Members and allowing them to recover under the Agreement; shall not be disclosed to Class Counsel or any third-party; shall be destroyed after all distributions have been made; and shall not be used for any other purpose. The Settlement Administrator shall execute a non-disclosure agreement confirming its obligations to keep Class List information confidential.

76. **Type of Notice Required**

- a. The Notice, which shall be substantially in the form of Exhibits C and D attached hereto, shall be used for the purpose of informing Settlement Class Members prior to the Final Approval Hearing that there is a pending settlement and to further inform Settlement Class Members how they may (a) obtain a copy of the Claim Form for review and submittal; (b) protect

their rights regarding the settlement; (c) request exclusion from the Settlement Class and the proposed settlement, if desired; (d) object to any aspect of the proposed settlement, if desired; and (e) participate in the Final Approval Hearing, if desired. The Notice shall provide that Settlement Class Members may claim cash compensation in the form of a pro rata payment from the Settlement Fund, following the deduction of: (i) any award of attorneys' fees, costs, and expenses; (ii) any incentive award to the named Plaintiffs; and (iii) the costs of notice and administration. Additionally, the Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.

- b. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the forms attached as Exhibits C and D hereto.
- c. Prior to disseminating Notice, in addition to the process set forth above in paragraph 75, the Settlement Administrator shall, using the Class List, perform a reverse address lookup, as needed, to determine current mailing address information for the Settlement Class Members. Short Form individual notice (substantially in the form of Exhibit C) shall be sent via U.S. mail where the address information can be determined by the Settlement Administrator from the Class List and/or reverse address lookup.
- d. Notice of the Settlement (substantially in the form of Exhibits C and D) shall be posted on the Settlement Website by the Notice Date.

77. **Notice Deadline.** By the Notice Date, the Settlement Administrator shall disseminate by mail a copy of the Notice in the form of Exhibit C to the Settlement Class Members identified on the Class List for whom an address is known or readily determinable. For any Settlement Class Member whose notice mailing is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall attempt to determine a valid mailing address. If the Settlement Administrator is able to determine a valid mailing address, the Settlement Administrator shall mail a copy of the Notice in the form of Exhibit C to the Settlement Class Member's valid mailing address within ten (10) days of receiving the notice mailing returned as undeliverable.

X. EXCLUSIONS

78. **Exclusion Period.** The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from the Settlement Agreement and its terms. On or before the Objection/Exclusion Deadline, Settlement Class Members may exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not validly excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasing Party as

defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

79. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked, or submitted electronically via the Settlement Website, on or before the Objection/Exclusion Deadline.
- b. To exercise the right to be excluded, a member of the Settlement Class must timely request exclusion by providing their name, address, and telephone number; the name and number of this case, a statement that they wish to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.
- c. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any order or final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class also cannot object to the Settlement.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be permitted.
- e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting the name and address of all persons who make a timely and valid exclusion from the Settlement Class. If the number of persons making a timely and valid exclusion from the Settlement Class exceeds 150, Defendant may elect to terminate this Agreement on the ground that exclusion at that level threatens to frustrate the essential purpose of this Agreement. Defendant may exercise its right to terminate this Agreement under this subsection by notifying Class Counsel by email of its election within seven (7) days of receiving the list of persons making a timely and valid exclusion from the Settlement Class. In the event that Veriff’s customer is identified on the exclusion request, the Settlement Administrator shall redact such information prior to submission to Class Counsel.

- f. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for final approval of the Settlement. However, if Veriff's customer is identified in the exclusion request, such information shall be redacted prior to filing.

XI. OBJECTIONS

80. The Notices shall advise Settlement Class Members of their rights, including the right to object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of their intention to do so and at the same time: (i) file copies of such papers they propose to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.
81. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) their full name, address, email address, and current telephone number; (ii) the case name and number of the Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections they have filed, or has had filed on their behalf, in any other class action cases in the last four years; and (v) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of their counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.
82. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.
83. Settlement Class Members cannot both object to and exclude themselves from this Settlement Agreement. The Settlement Administrator shall attempt to contact any Settlement Class Member who submits both a request for exclusion and an objection at least one time by e-mail, telephone, or U.S. Mail to give the Settlement

Class Member an opportunity to clarify whether they choose to exclude themselves or proceed with their objection. The Settlement Class Member shall have until twenty-one (21) days prior to the Final Approval Hearing to inform the Settlement Administrator regarding their final choice. Any Settlement Class Member who attempts to both object to and exclude themselves from this Settlement Agreement and fails to clarify their final choice, or if the Settlement Administrator is unable to contact such Settlement Class Member after reasonable effort as set forth in this paragraph, will be deemed to have excluded themselves and will forfeit the right to object to this Settlement Agreement or any of its terms.

84. If a Settlement Class Member returns both a Claim Form and a written request for exclusion, the Settlement Administrator shall attempt to contact the Settlement Class Member at least one time by e-mail, telephone, U.S. Mail to give the Settlement Class Member an opportunity to clarify whether they choose to exclude themselves or claim their award. Any Settlement Class Member who attempts to both file a Claim Form and exclude themselves from this Settlement Agreement and fails to clarify their final choice, or if the Settlement Administrator is unable to contact such Settlement Class Member after reasonable effort as set forth in this paragraph, will be deemed to have forfeited their request for exclusion and the Claim Form shall be processed under the terms of this Settlement Agreement.

XII. FINAL APPROVAL HEARING

85. The Parties will jointly request that the Court hold a Final Approval Hearing approximately one (1) week after the Claims Deadline. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so, (i) consider any properly-filed objections, (ii) determine whether the settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, and (iii) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

XIII. FINAL APPROVAL ORDER

86. The Parties shall jointly seek entry of a Final Approval Order, that is mutually agreeable to the Parties and is as described in Paragraph 87. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiver by Class Members of any rights of appeal.
87. The Parties shall jointly submit to the Court a proposed final order mutually acceptable to the parties, that, without limitation:
 - a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the

meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;

- b. Dismisses, with prejudice, all claims of the Settlement Class against Defendant in the Litigation, without costs and fees except as explicitly provided for in this Agreement;
 - c. Reserves continuing and exclusive jurisdiction over the Settlement and this Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, Defendant, and the Settlement for the purposes of administering, consummating, supervising, construing, enforcing the Settlement Agreement and the Settlement Fund; and
 - d. Find that pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of the entry of the final judgment with respect to the foregoing.
88. Class Counsel shall use their best efforts to assist Defendant in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

XIV. TERMINATION OF THE SETTLEMENT

89. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, any Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:
- a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
 - b. The Court refuses to grant Preliminary Approval of this Agreement;
 - c. The Court refuses to grant final approval of this Agreement in any material respect;
 - d. The Court refuses to enter a final judgment in this Litigation in any material respect; or
 - e. The Court's order granting preliminary or final approval is substantially modified or reversed.
90. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Parties, pleadings, and proceedings will return to the status quo ante as if no settlement had been negotiated

or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation.

XV. ATTORNEYS' FEES, COSTS AND EXPENSES AND INCENTIVE AWARD

91. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees plus their reasonable costs and expenses.
92. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel have agreed, with no consideration from Defendant, to limit their fee request to no more than thirty-eight percent (38%) of the Settlement Fund, plus reasonable costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members as part of their Approved Claims.
93. The Fee Award shall be paid solely from the Settlement Fund by wire transfer from the Settlement Administrator within fourteen (14) days of the Effective Date and sent to an account designated by Class Counsel.
94. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.
95. Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award for the Class Representatives in an amount not to exceed \$5,000.00 (Five Thousand Dollars) per each Class Representative, and Defendant agrees that it will not oppose the requested Incentive Awards. The Incentive Awards shall be paid solely from the Settlement Fund by check payable to Plaintiffs and mailed by the Settlement Administrator to an address specified by Plaintiffs' Counsel within fourteen (14) days of the Effective Date.
96. In no event will Defendant's liability for attorneys' fees, expenses, and costs, Administration Expenses, and/or Incentive Awards exceed the funding obligations set out in this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or

the Settlement Class. Defendant will have no responsibility, obligation or liability for allocation of fees and expenses among Class Counsel.

XVI. MISCELLANEOUS REPRESENTATIONS

97. For income tax purposes, the Parties agree that payments made pursuant to this Agreement shall be allocated as statutory penalties and shall not be subject to required withholdings and deductions and may be reported as non-wage income, as required by law. If required by IRS regulations, the Settlement Administrator shall issue to each class participant who cashes a Settlement Check, and the Class Representatives who cash any Incentive Award, an IRS Form 1099. Other than the reporting requirements herein, class participants shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement. It is understood and agreed that Defendant takes no position and offers no advice regarding how any Class Member chooses to treat any payment made hereunder for tax or any other purpose.
98. Each Party to this Settlement Agreement acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) each Party (A) has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (B) has not entered into this Settlement Agreement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (C) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.
99. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.
100. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel

and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

101. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.
102. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Released Parties is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasing Parties.
103. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.
104. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
105. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.
106. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.
107. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

108. The Parties agree that Exhibits A through D to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
109. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.
110. Except as otherwise provided herein, each Party shall bear its own costs.
111. Plaintiffs represent and warrant that he has not assigned any claim or right or interest therein as against the Released Parties to any other person or party.
112. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.
113. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
114. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.
115. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) to establish payment, or an affirmative defense of preclusion or bar or other defense in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.

116. Except as provided herein, there shall be no comments made to the press or any third party, or any other disclosure by or through the Parties or their attorneys or agents to the press or any third party, comprising opinions as to the Litigation, excluding such statements made to any Released Party. Plaintiffs and Class Counsel shall not make any public statement, including any statement to the press or on any social media platforms, regarding the Settlement Agreement or settlement aside from the following agreed upon statement: “[The Parties] have reached a proposed agreement and look forward to the Court’s review and decision” or words to that effect. Notwithstanding the foregoing, Veriff is not prohibited from stating that “Veriff agreed to a settlement in a lawsuit that was filed against the company for a potential violation of the Illinois Biometric Information Privacy Act in 2021. The safety of our clients’ and their end-users’ data is of the utmost importance to us, and we confirm that Veriff is fully compliant with the legal requirements of the Illinois Biometric Privacy Act.” This paragraph shall not be construed to limit or impede the notice requirements of Section IX above; nor shall this paragraph be construed to prevent Class Counsel or Defendant from notifying or explaining to potential Settlement Class Members or others that this case has settled and how to obtain settlement benefits; nor shall this paragraph limit the representations that the Parties or Counsel for the Parties may make to the Court to assist in its evaluation of the proposed settlement; nor shall this paragraph limit Defendant’s/Released Parties’ ability to discuss in a confidential manner the terms of this settlement with its affiliates, subsidiaries, clients, business partners, vendors, insurers, attorneys, and advisors. A Party may also provide necessary and accurate information about the settlement to its shareholders, investors, potential investors, and other persons or entities as required by securities laws or other applicable laws or regulations, including but not limited to the GDPR.
117. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.
118. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
119. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.
120. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.
121. This Agreement is deemed to have been prepared by Counsel for the Parties as a result of arm’s-length negotiations among the Parties. Whereas all Parties have

contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

122. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Evan M. Meyers
Timothy P. Kingsbury
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601
emeyers@mcgpc.com
tkingsbury@mcgpc.com

If to Defendant's Counsel

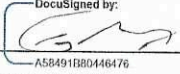
Debra R. Bernard
PERKINS COIE LLP
110 N. Wacker Drive, Suite 3400
Chicago, IL 60606
dbernard@perkinscoie.com

123. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

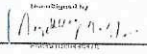
[Signatures on the following page. Remainder of this page intentionally left blank.]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

ANTHONY MCGOWAN, individually and as Class Representative

Signature:  _____
Date: 9/13/2022


A.M., a Minor, by and through his Guardian **ANTHONY MCGOWAN**, individually and as Class Representative

Signature:  _____
Date: 9/13/2022

CARLOS PENA, JR., individually and as Class Representative

Signature: _____
Date: _____

MCGUIRE LAW, P.C., as Class Counsel

By:  _____
Print Name: TIMOTHY P. KINGSBURY
Date: 9/16/2022

VERIFF, INC.

By: _____
Print Name: _____
Date: _____

PERKINS COIE LLP, as Defendant's Counsel

By: _____
Print Name: _____
Date: _____

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

ANTHONY MCGOWAN, individually and as Class Representative

Signature: _____

Date: _____

A.M., a Minor, by and through his Guardian **ANTHONY MCGOWAN**, individually and as Class Representative

Signature: _____

Date: _____

CARLOS PENA, JR., individually and as Class Representative

Signature: _____
DocuSigned by: Carlos Pena
1BA6654CDA404E6...

Date: 9/16/2022

MCGUIRE LAW, P.C., as Class Counsel

By: _____

Print Name: _____

Date: _____

VERIFF, INC.

By: _____

Print Name: _____

Date: _____

PERKINS COIE LLP, as Defendant's Counsel

By: _____

Print Name: _____

Date: _____

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

ANTHONY MCGOWAN, individually and as Class Representative

Signature: _____

Date: _____

A.M., a Minor, by and through his Guardian **ANTHONY MCGOWAN**, individually and as Class Representative

Signature: _____

Date: _____

CARLOS PENA, JR., individually and as Class Representative

Signature: _____

Date: _____

MCGUIRE LAW, P.C., as Class Counsel

By: _____

Print Name: _____

Date: _____

VERIFF, INC.

By: _____
DocuSigned by:
Kaarel Kotkas

Print Name: Kaarel Kotkas

9/15/2022

Date: _____

PERKINS COIE LLP, as Defendant's Counsel

By: _____
DocuSigned by:
Debra R. Bernard

Print Name: Debra R. Bernard

9/15/2022

Date: _____

EXHIBIT A

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

ANTHONY MCGOWAN; A.M., a Minor,)
by and through his Guardian ANTHONY)
MCGOWAN; and CARLOS PENA,)
individually and on behalf of similarly)
situated individuals,)

No. 2021L001202

Plaintiffs,)

Hon. Bryan S. Chapman

v.)

VERIFF, INC., a Delaware corporation,)

Defendant.)

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs’ Unopposed Motion in Support of Preliminary Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiffs Anthony McGowan; A.M., a Minor, by and through his Guardian Anthony McGowan; and Carlos Pena Jr. (“Plaintiffs”) and Defendant Veriff, Inc. (“Defendant”) (collectively, the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm’s-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

All individuals whose Biometrics were collected, captured, purchased, received through trade, possessed, retained or otherwise obtained while in Illinois by Veriff or its technology for the purposes of identity verification between November 12, 2016 and [Preliminary Approval], and whose identity was verified.

5. For settlement purposes only, Plaintiffs Anthony McGowan; A.M., a Minor, by and through his Guardian Anthony McGowan; and Carlos Pena, Jr. are appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Evan M. Meyers
Timothy P. Kingsbury
Andrew T. Heldut
Colin P. Buscarini
MCGUIRE LAW, P.C.
55. W. Wacker Dr., 9th Fl.
Chicago, IL 60601

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Litigation resumes, this Court's

preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the postcard class notice and long form class notice, attached to the Settlement Agreement as Exhibits B and C, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy Due Process.

9. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members' identities are contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Epiq Class Actions & Claims Solutions is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions

provided in the Class Notice on or before _____, **2022**. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit B.

13. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or be electronically submitted to the Settlement Administrator via the settlement website or via electronic mail no later than _____, **2022**. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with Section VI of the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Settlement Agreement.

15. Any Person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator electronically via the Settlement Website, or at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked no later than the Objection/Exclusion Deadline: _____, **2022**.

16. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name and address, a signature, the name and number of the Litigation, and a statement that they wish to be excluded from the Settlement Class. Any request for exclusion submitted via first class

mail must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

17. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

18. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as Incentive Awards for the Class Representatives, in accordance with the terms of the Settlement Agreement, no later than _____, 2022.

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Incentive Awards to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than _____, 2022. Addresses for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

Class Counsel: Timothy P. Kingsbury MCGUIRE LAW, P.C. 55. W. Wacker Dr., 9th Fl. Chicago, IL 60601	Defendant's Counsel: Debra R. Bernard PERKINS COIE LLP 110 N. Wacker Dr., Suite 3400 Chicago, IL 60606
---	---

<p>Settlement Administrator:</p> <p>Epiq Class Actions & Claims Solutions P.O. Box _____ _____</p>	<p>Clerk of Court:</p> <p>Clerk of the Circuit Court of DuPage County 505 County Farm Road P.O. Box 707 Wheaton, IL 60187</p>
--	---

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) their full name, address, telephone number, and email address; (ii) the case name and number of this Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (v) the objector’s signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys’ fees, costs, and expenses, to the payment of Incentive Awards, and to the Final Approval Order and the right to appeal same.

21. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiffs’ Counsel’s Fee and Expense Application and/or the

request for Incentive Awards to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. All papers in support of the Final Approval of the Settlement shall be filed no later than ten (10) days before the Final Approval Hearing.

24. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

25. A hearing (the “Final Approval Hearing”) shall be held before the Court on _____, 2022 at _____ a.m./p.m. (or via remote means or at such other time or location as the Court may without further notice direct and which shall be identified on the

Settlement Website) for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- (c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- (d) to consider the application for an award of attorneys' fees, costs and expenses of Class Counsel;
- (e) to consider the application for Incentive Awards to the Class Representatives;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- (g) to rule upon such other matters as the Court may deem appropriate.

26. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

27. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

28. All discovery and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be

necessary to implement the Settlement Agreement and this Order.

29. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

- Notice to be completed by:** _____, 2022
- Fee and Expense Application:** _____, 2022
- Objection/Exclusion Deadline:** _____, 2022
- Final Approval Submission:** _____, 2022
- Claims Deadline:** _____, 2022
- Final Approval Hearing:** _____, 2022 at _____

IT IS SO ORDERED.

ENTERED: _____

Hon. Bryan S. Chapman
Circuit Court Judge
Circuit Court of DuPage County, Illinois

EXHIBIT B

VERIFF, INC. CLASS ACTION SETTLEMENT

CLAIM FORM

TO RECEIVE A CASH PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY _____, 2022.

IMPORTANT NOTE: You must complete and submit this Claim Form by [Date] to receive payment. To complete this Claim Form, read the instructions below in Step 1; truthfully provide the requested information in Step 2; sign the certification in Step 3; and submit the Claim Form using one of the methods stated in Step 4.

Each Settlement Class Member is entitled to submit only one Claim Form regardless of the number of times they submitted a photograph of their face and/or government ID to Veriff, Inc. There can be only one Claim Form submitted for any given Settlement Class Member.

STEP 1 – DIRECTIONS		
In the spaces below, print your (i) name, (ii) address, (iii) email address, and (iv) telephone number. Remember that only individuals who submitted photographs of their face and government ID to Veriff, Inc. while in Illinois between November 12, 2016 and [Preliminary Approval] are eligible to submit a claim.		
STEP 2 – CLAIMANT INFORMATION		
Name: _____ <i>(First) (Middle Initial) (Last)</i>		
Address: _____ <i>(Street)</i>		
_____	_____	_____
<i>(City)</i>	<i>(State)</i>	<i>(Zip Code)</i>
Email Address: _____		
Telephone number: (____) ____ - ____		
Elect whether to receive your settlement payment by check or electronic payment:		
Check	<input type="checkbox"/>	
Electronic Payment	<input type="checkbox"/>	
If you choose the Electronic Payment option, an email will be sent to you at the email address provided above after Final Approval of the Settlement to provide Electronic Payment options.		

STEP 3 – CERTIFICATION

I hereby certify that:

While in Illinois, I submitted a photograph of my face and government ID to Veriff, Inc. between November 12, 2016 and [Preliminary Approval].

I certify that the above statement is true and correct, and that this is the only Claim Form that I have submitted or will submit. I also understand, acknowledge and agree that I am eligible to submit only one Claim Form as part of this settlement. I understand that this Claim Form will be reviewed for authenticity and completeness and that, if my claim is validated, I may be contacted by the Settlement Administrator to provide additional information as necessary to process the payments due to me under the Settlement.

Signature

Date

STEP 4 – METHODS OF SUBMISSION

Please complete the Claim Form above and return it by one of the following methods:

1. Online by visiting www.BIPAVeriffSettlement.com and completing an online Claim Form no later than midnight, U.S. Eastern Standard Time, on [Date]; OR
2. By emailing the completed Claim Form to claims@BIPAVeriffSettlement.com no later than midnight, U.S. Eastern Time, on [Date]; OR
3. By mailing via U.S. Mail a completed and signed Claim Form to the Settlement Administrator, postmarked no later than [Date], and addressed to:

BIPA Veriff Settlement
c/o [Settlement Administrator]
[Address]

EXHIBIT C

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU ARE AN INDIVIDUAL WHOSE BIOMETRICS WERE COLLECTED, CAPTURED, PURCHASED, RECEIVED THROUGH TRADE, POSSESSED, RETAINED OR OTHERWISE OBTAINED WHILE IN ILLINOIS BY VERIFF OR ITS TECHNOLOGY FOR THE PURPOSES OF IDENTITY VERIFICATION BETWEEN NOVEMBER 12, 2016 AND [PRELIMINARY APPROVAL], AND WHOSE IDENTITY WAS VERIFIED.

*For more information, visit www.BIPAVeriffSettlement.com.
Para una notificación en Español, visite www.BIPAVeriffSettlement.com.*

A proposed settlement has been reached in a class action lawsuit against Veriff, Inc. regarding the collection of individuals' biometrics in Illinois through its identity-verification technology, purportedly in violation of the law. The case is *McGowan, et al. v. Veriff, Inc.*, Case No. 2021L001202, currently pending in the Circuit Court of DuPage County, Illinois. The proposed Settlement is not an admission of wrongdoing by Veriff, Inc., and it denies that it violated the law. The Court has not decided who is right or wrong. Rather, to save the time, expense, and uncertainty of litigation, the Parties have agreed to settle the lawsuit.

Why Am I Being Contacted? Our records indicate that you are an individual whose biometrics were collected, captured, purchased, received through trade, possessed, retained or otherwise obtained while in Illinois by Veriff or its technology for the purposes of identity verification between November 12, 2016 and [Preliminary Approval], and whose identity was verified. As such, you may be eligible to receive cash benefits from this Settlement.

What Does The Settlement Provide? Veriff, Inc. has agreed to create a \$4,000,000.00 Settlement Fund to pay valid claims, settlement administration expenses, attorneys' fees, costs and expenses, and Class Representative incentive awards. Each Class Member who submits a timely, valid Claim Form may receive an equal cash payment from the Settlement Fund. The per-person payment to each valid claimant is estimated to be between \$300-600 but depends on certain unknown factors to be determined, including how many Settlement Class Members submit valid Claim Forms. To receive an equal cash payment from the fund, you must submit a Claim Form by **XXX XX, 2022**. Class Members can file a Claim Form online at www.BIPAVeriffSettlement.com, or visit that website and download a Claim Form and submit it by email or by mail. Visit the website below or call for more information on filing your claim. *Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement and is the only thing you need to do to receive a payment.*

Your Rights May Be Affected. If you do not want to be legally bound by the Settlement, you must exclude yourself by **XXX, XX, 2022**. If you do not exclude yourself, you may object to it by **XXX, XX, 2022**. The detailed notice, available at the settlement website listed below or through the Settlement Administrator, explains how to exclude yourself or object. The Court will hold a hearing on **XXX, XX, 2022** to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to thirty-eight percent of the Settlement Fund, plus their costs and expenses, and incentive awards for each Class Representative of \$5,000. Class Counsel's fee request will be made available on the settlement website. You can appear at the hearing, but you do not have to. If you want, you can hire your own attorney, at your own expense, to appear or speak for you at the hearing. Please check the settlement website for updates on the date, time, and format of the final approval hearing. *Visit the settlement website, www.VeriffBIPASettlement.com, or contact the Settlement Administrator at _____, for details about options and deadlines.*

***For more information and to submit a Claim Form, visit www.BIPAVeriffSettlement.com
or call 1-999-999-9999.***

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

McGowan, et al. v. Veriff, Inc.,
No. 2021L001202 (Cir. Ct. DuPage County, Illinois)

*For more information, visit www.BIPAVeriffSettlement.com.
Para una notificación en Español, visite www.BIPAVeriffSettlement.com.*

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU ARE AN INDIVIDUAL WHOSE BIOMETRICS WERE COLLECTED, CAPTURED, PURCHASED, RECEIVED THROUGH TRADE, POSSESSED, RETAINED OR OTHERWISE OBTAINED WHILE IN ILLINOIS BY VERIFF OR ITS TECHNOLOGY FOR THE PURPOSES OF IDENTITY VERIFICATION BETWEEN NOVEMBER 12, 2016 AND [PRELIMINARY APPROVAL], AND WHOSE IDENTITY WAS VERIFIED.

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *McGowan, et al. v. Veriff, Inc.*, No. 2021L001202, pending in the Circuit Court of DuPage County, Illinois before the Hon. Bryan Chapman. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Veriff, Inc., collected individuals' biometrics in Illinois through its identity-verification technology without first providing the individuals with legally-required written disclosures and obtaining written consent. If you received notice of this Settlement, you have been identified as someone who, at some time between November 12, 2016 and [Preliminary Approval], had biometrics collected, captured, purchased, received through trade, possessed, retained or otherwise obtained while in Illinois by Veriff or its technology for the purposes of identity verification, and whose identity was verified. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transmitting, and/or using the biometric identifiers and/or information, such as scans of face geometry, of another individual for any purpose without first providing them with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by collecting or capturing the scans of face geometry of individuals through identity verification technology in Illinois without first providing the requisite disclosures or obtaining the consent required by BIPA. Defendant contests these claims, denies that it collected or possessed facial biometrics or any other information subject to BIPA, and denies that it violated BIPA.

By order of: Hon. Bryan Chapman, Circuit Court of DuPage County, Illinois
Page 1 of 6

QUESTIONS? VISIT www.BIPAVeriffSettlement.com OR CALL TOLL FREE 1-999-999-9999

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” Once a Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Defendant and its affiliated entities. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to Class Counsel, and Incentive Awards to each of the Class Representatives, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to submit a Claim Form to receive the relief offered by the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if you are an individual whose biometrics were collected, captured, purchased, received through trade, possessed, retained or otherwise obtained while in Illinois by Veriff or its technology for the purposes of identity verification between November 12, 2016 and [Preliminary Approval], and whose identity was verified. If you are a member of the Settlement Class, then you may visit the settlement website, www.BIPAVeriffSettlement.com, to submit a claim for cash benefits.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a \$4,000,000.00 Settlement Fund for the Class Members. All Settlement Class Members are entitled to submit a Claim Form to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who submits a timely Claim Form that is deemed valid will be entitled to an equal payment paid out of the Settlement Fund after payment is made for administrative expenses, attorneys’ fees and expenses, and Class Representatives’ incentive awards. The amount of each valid claimant’s payment is estimated to be \$300-600 but the exact amount is unknown at this time and depends on several factors, including how many valid claims are submitted. The Settlement Administrator will issue a check or electronic payment to each Class Member who submits a valid Claim Form following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 100 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys’ fees of up to thirty-eight percent of the Settlement Fund, plus reasonable costs, for the substantial time, expense and effort spent

By order of: Hon. Bryan Chapman, Circuit Court of DuPage County, Illinois

Page 2 of 6

QUESTIONS? VISIT www.BIPAVeriffSettlement.com OR CALL TOLL FREE 1-999-999-9999

investigating the facts, litigating the case and negotiating the Settlement. The Class Representatives also will apply to the Court for a payment of up to \$5,000.00 each for their time, effort, and service in this matter. Class Counsel will file with the Court their request for attorneys' fees and costs and incentive awards on _____, 2022, and will post their request on the Settlement Website.

Prospective Relief. Pursuant to this Settlement, and without admitting any liability, Veriff, Inc. represents that it has taken steps to comply with BIPA and will continue to take steps to remain compliant with BIPA. Those steps include: (a) taking steps to obtain consent to biometric collection and use from Illinois individuals whose identities Defendant verifies; and (b) verifying that information potentially subject to BIPA in its possession has been deleted in compliance with BIPA's requirements; and (c) making Veriff's retention schedule and guidelines available to the public.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement, you must submit a Claim Form by **XX, XX, 2022**. You may obtain a Claim Form at www.BIPAVeriffSettlement.com, and you may submit your Claim Form online at the same website. You may also submit a Claim Form to the Settlement Administrator by email at claims@BIPAVeriffSettlement.com or by U.S. Mail at _____. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement, and is the only thing you need to do to receive a payment.***

(2) Exclude yourself.

You may exclude yourself from the Settlement on an individual basis. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at _____, postmarked by **XX, XX, 2022**. You may also exclude yourself online at www.BIPAVeriffSettlement.com. If you choose to exclude yourself by mail, the exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name, address, telephone number, a statement that you wish to be excluded, and your signature. So-called "mass" or "class" exclusion requests are not permitted.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of DuPage County, Illinois, 505 County Farm Road, P.O. Box 707, Wheaton, IL 60187. The objection must be received by the Court no later than **XX, XX, 2022**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Evan M. Meyers and Timothy P. Kingsbury of MCGUIRE LAW, P.C., 55 West Wacker Drive, 9th Floor, Chicago, Illinois 60601), as well as the attorneys representing the Defendant (Debra R. Bernard of PERKINS COIE LLP, 110 North Wacker Dr., Suite 3400, Chicago, Illinois 60606), postmarked no later than **XX, XX, 2022**. Any objection to the proposed Settlement must include (i) the objector's full name, address, email address, and current telephone number; (ii) the case name and number of the Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (v) the objector's signature. If you hire an attorney in connection with making an objection, that attorney must also file with the court a notice of appearance by the objection deadline of **XX, XX, 2022**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which will be held on _____, 2022 at _____ **a.m./p.m.**, in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the Final Approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for an Incentive Award to each Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any of the Released Claims.

Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement. To submit a Claim Form, or for more information on how to request exclusion from the Class or file an objection, please visit the Settlement website, www.BIPAVeriffSettlement.com, or call 1-999-999-9999.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and the other Released Parties (as defined in the Settlement Agreement) relating to their alleged collection of biometrics or other breach of BIPA from November 12, 2016, to [Preliminary Approval]. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. You will not be able to sue, continue to sue, or be part of any other lawsuit against Veriff and the Released Parties that asserts any Released Claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing

By order of: Hon. Bryan Chapman, Circuit Court of DuPage County, Illinois

Page 4 of 6

QUESTIONS? VISIT www.BIPAVeriffSettlement.com OR CALL TOLL FREE 1-999-999-9999

at your own expense.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.BIPAVeriffSettlement.com, or you can call the Settlement Administrator at 1-999-999-9999 or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and Class Representatives' Incentive Awards that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **XX, XX, 2022 at XX am/pm** in Courtroom 2018 of the Circuit Court of DuPage County, Illinois, 505 County Farm Road, Wheaton, IL 60187. The hearing is subject to being changed by the Court, including taking place remotely via videoconference, so please visit www.VeriffBIPASettlement.com for updates.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiffs, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiffs and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

By order of: Hon. Bryan Chapman, Circuit Court of DuPage County, Illinois
Page 5 of 6

QUESTIONS? VISIT www.BIPAVeriffSettlement.com OR CALL TOLL FREE 1-999-999-9999

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Evan M. Meyers Timothy P. Kingsbury Andrew T. Heldut Colin P. Buscarini MCGUIRE LAW, P.C. 55 W. Wacker Drive, 9 th Fl. Chicago, IL 60601 emeyers@mcgpc.com tkingsbury@mcgpc.com aheldut@mcgpc.com cbuscarini@mcgpc.com Tel: 312-893-7002
--

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.BIPAVeriffSettlement.com. If you have any questions, you can also call the Settlement Administrator at 1-999-999-9999 or contact Class Counsel at the number or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.