

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

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into on November 17, 2025 (the “Execution Date”) by and among the debtors and debtors in possession in the jointly administered chapter 11 cases of *In re Chrome Holding Co., et al. (f/k/a 23andMe Holding Co.)* Case No. 25-40976-357 (BCW) (collectively, the “Debtors” and, the Debtors with their non-Debtor affiliates, “Chrome” or the “Company”) and arbitration claimants represented by Labaton Keller Sucharow LLP (“Labaton”), Levi & Korsinsky LLP (“Levi”), Milberg Coleman Bryson Phillips Grossman PLLC (“Milberg”) and Tycko & Zavareei LLP (“Tycko” and together with Labaton, Levi and Milberg, “U.S. Data Breach Arbitration Counsel,” and arbitration claimants represented by U.S. Data Breach Arbitration Counsel, the “U.S. Data Breach Arbitration Represented Claimants”).¹ The Debtors, U.S. Data Breach Arbitration Counsel and U.S. Data Breach Arbitration Represented Claimants may be referred to individually as a “Party” and together as “Parties.”²

RECITALS

WHEREAS, in October 2023, the Company identified and disclosed a data breach (the “Cyber Security Incident”) which resulted in numerous actions, claims and investigations being filed, asserted or commenced against the Company, including approximately 35,000 purported claimants in the U.S. asserting or threatening arbitration claims against the Company.

WHEREAS, following the Company’s announcement of the Cyber Security Incident, U.S. Data Breach Arbitration Counsel submitted various notices of claims, arbitration demands and arbitration claims on behalf of thousands of arbitration claimants, alleging violations of various state privacy laws and associated common law theories of relief.

WHEREAS, on March 21, 2025, the Company entered into a settlement agreement (the “Prepetition U.S. Data Breach Arbitration Settlement Agreement”) with the arbitration claimants represented by Labaton, Levi and Milberg (the “Prepetition U.S. Data Breach Arbitration Claimants,” and together with Labaton, Levi and Milberg, the “Prepetition U.S. Data Breach Arbitration Parties”) to resolve their claims arising out of the Cyber Security Incident.

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

¹ For the avoidance of doubt, Non-Participating Arbitration Claimants (as defined herein) are not U.S. Data Breach Arbitration Represented Claimants.

² All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan (as defined herein) or the Bar Date Order (as defined herein).

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

WHEREAS, by the Cyber Security Incident Bar Date, Labaton, Levi, Milberg and Tycko each submitted a Consolidated Claim including 11,035, 13,312, 4,836 and 2,628 Cyber Security Incident Proofs of Claim, respectively, on behalf of their represented claimants asserting arbitration claims arising out of the Cyber Security Incident (the “Cyber Security Incident Arbitration Claims”).

WHEREAS, on August 15, 2025, the Debtors filed the (a) *Joint Chapter 11 Plan of Chrome Holding Co. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1113], (b) *Disclosure Statement for the Joint Chapter 11 Plan of Chrome Holding Co. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1114] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) and (c) *Debtors’ Motion for Entry of an Order (I) Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation Procedures and Solicitation Package, (III) Scheduling a Confirmation Hearing, (IV) Establishing Procedures for Objecting to the Plan, (V) Establishing the California Claims Determination Procedures, (VI) Approving the Form, Manner, and Sufficiency of Notice of the Confirmation Hearing, (VII) Scheduling Certain Dates Related Thereto, and (VIII) Granting Related Relief* [Docket No. 1116] (the “Disclosure Statement Motion”).

WHEREAS, on September 4, 2025, the Debtors filed a *Motion for Entry of an Order (I) Approving Assumption of the U.S. Data Breach Arbitration Settlement Agreement and (II) Granting Related Relief* [Docket No. 1224] (the “U.S. Arbitration Settlement Agreement Assumption Motion”) seeking to assume the Prepetition U.S. Data Breach Arbitration Settlement Agreement.

WHEREAS, on September 4, 2025, the Debtors filed a *Motion for Entry of an Order (I) Approving (A) Omnibus Claims Objections Procedures and (B) Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(c)(6), (III) Establishing Estimation Procedures, and (IV) Granting Related Relief* [Docket No. 1225] (the “Claims Procedures Motion”).

WHEREAS, on September 18, 2025, the Prepetition U.S. Data Breach Arbitration Parties filed (i) the *Objection of U.S. Data Breach Arbitration Counsel and Claimants to Debtors’ Motion for Entry of an Order (I) Approving (A) Omnibus Claims Objections Procedures and (B) Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(c)(6), (III) Establishing Estimation Procedures, and (IV) Granting Related Relief* [Docket No 1332] (the “Objection to Claims Procedures Motion”) objecting to certain proposed claims objection and estimation procedures, and (ii) the *Objection of U.S. Data Breach Arbitration Counsel and Claimants to Debtors’ Motion for Entry of an Order (I) Approving Assumption of the U.S. Data Breach Arbitration Settlement Agreement and (II) Granting Related Relief* [Docket No.

1333] (the “Objection to U.S. Arbitration Settlement Agreement Assumption Motion”) objecting to the Debtors’ assumption of the Prepetition U.S. Data Breach Arbitration Settlement Agreement.

WHEREAS, on September 23, 2025, the Debtors filed an *Omnibus Reply to U.S. Data Breach Arbitration Settlement Counsel and Claimants’ Objections to the Debtors’ (I) Disclosure Statement Motion, (II) Assumption Motion, and (III) Claims Reconciliation Procedures Motion* [Docket No. 1376], responding to, among other things, the Prepetition U.S. Data Breach Arbitration Parties’ Objection to Claims Procedures Motion and Objection to U.S. Arbitration Settlement Agreement Assumption Motion.

WHEREAS, on September 24, 2025, the Bankruptcy Court held a hearing to consider, among other things, the Disclosure Statement Motion, the Claims Procedures Motion, and the U.S. Arbitration Settlement Agreement Assumption Motion.

WHEREAS, on September 30, 2025, the Bankruptcy Court entered the *Order (I) Approving (A) Omnibus Claims Objections Procedures and (B) Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(c)(6), (III) Establishing Estimation Procedures, and (IV) Granting Related Relief* [Docket No. 1421] (the “Claims Procedures Order”).

WHEREAS, the Claims Procedures Order expressly preserves, among other things, (i) the rights of U.S. Data Breach Arbitration Counsel and their represented claimants to seek to enforce their alleged rights under the Terms of Service between 23andMe, Inc. and its customers dated as of June 8, 2022 (the “Terms of Service”), including but not limited to arbitration of their Cyber Security Incident Arbitration Claims, and (ii) the Debtors’ rights to enforce the Prepetition U.S. Data Breach Arbitration Settlement Agreement or seek an order of the Bankruptcy Court enforcing the Prepetition U.S. Data Breach Arbitration Settlement Agreement.

WHEREAS, on September 30, 2025, the Debtors filed the *Second Amended Joint Plan of Chrome Holding Co. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1427] (as amended, modified, and supplemented from time to time, the “Plan”).

WHEREAS, on October 1, 2025, the Bankruptcy Court entered the *Order (I) Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation Procedures and Solicitation Package, (III) Scheduling a Confirmation Hearing, (IV) Establishing Procedures for Objecting to the Plan, (V) Establishing the California Claims Determination Procedures, (VI) Approving the Form, Manner, and Sufficiency of Notice of the Confirmation Hearing, (VII) Scheduling Certain Dates Related Thereto, and (VIII) Granting Related Relief* [Docket No. 1442] (the “Disclosure Statement Order”), which contemplates, among other things, the ability for Eligible Firms (as defined in the Disclosure Statement Order), which include U.S. Data Breach Arbitration Counsel, to submit a Law Firm Master Ballot (as defined in the Disclosure Statement Order) on behalf of their represented claimants for purposes of voting on the Plan and making elections with respect to third-party releases.

WHEREAS, on October 8, 2025, the Bankruptcy Court entered the *Order (I) Approving Assumption of the U.S. Data Breach Arbitration Settlement Agreement and (II) Granting Related Relief* [Docket No. 1464] (the “U.S. Arbitration Settlement Agreement Assumption Order”).

approving the Debtors' assumption of the Prepetition U.S. Data Breach Arbitration Settlement Agreement.

WHEREAS, the U.S. Arbitration Settlement Agreement Assumption Order expressly preserves the right of the Prepetition U.S. Data Breach Arbitration Parties to argue that the Prepetition U.S. Data Breach Arbitration Settlement Agreement or any provision thereof is not enforceable because of the failure of a condition subsequent or some other reason not addressed in the U.S. Arbitration Settlement Agreement Assumption Order.

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

- I. **Adoption of Recitals.** The above recitals are true and correct, are incorporated herein by this reference, and constitute a part of this Agreement.
- II. **Settlement Parties:** The Debtors, U.S. Data Breach Arbitration Counsel, and U.S. Data Breach Arbitration Represented Claimants are each Parties to this Agreement and agree to be bound by the terms of this Agreement. For the avoidance of doubt, the Debtors may enforce the terms of this Agreement against each U.S. Data Breach Arbitration Counsel and all U.S. Data Breach Arbitration Represented Claimants (excluding, for the avoidance of doubt, Non-Participating Arbitration Claimants (as defined herein)).
- III. **Settlement Terms.** Subject to the conditions set forth in this Agreement, the Parties agree as follows:
 - A. **Arbitration Settlement Amount.** Subject to the conditions set forth in this Agreement, the Debtors will fund a cash settlement for the benefit of the U.S. Data Breach Arbitration Represented Claimants in an aggregate amount of \$9.0 million (the "U.S. Data Breach Arbitration Settlement Amount").
 1. Distribution and allocation of the U.S. Data Breach Arbitration Settlement Amount shall be in the sole discretion of U.S. Data Breach Arbitration Counsel. After funding the U.S. Data Breach Arbitration Settlement Amount to a single account designated by U.S. Data Breach Arbitration Counsel (the "Settlement Account"), the Debtors, their estates, any successors thereto, including the Plan Administration Trust, shall have no further obligation to the U.S. Data Breach Arbitration Represented Claimants or U.S. Data Breach Arbitration Counsel, and no responsibility for, or role in, the distribution or allocation of the U.S. Data Breach Arbitration Settlement Amount to U.S. Data Breach Arbitration Counsel or the U.S. Data Breach Arbitration Represented Claimants.
 2. The U.S. Data Breach Arbitration Settlement Amount shall be payable only upon the occurrence and satisfaction of the following (the "Funding Obligation Condition"):

- a. The Bankruptcy Court enters an order approving the Settlement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “U.S. Data Breach Arbitration Settlement Order”) prior to the effective date of the Plan (the “Effective Date”);
 - b. U.S. Data Breach Arbitration Counsel provides the Debtors with the Non-Participating Arbitration Claimants List (defined below); and
 - c. The Plan, in a form modified to implement the Settlement and mutually acceptable to the Debtors and U.S. Data Breach Arbitration Counsel as it relates to the Settlement Agreement, is confirmed and goes effective in accordance with its terms.
3. Upon the occurrence and satisfaction of the Funding Obligation Condition, (x) U.S. Data Breach Arbitration Counsel shall provide the Debtors with a completed Form W-9 and wire transfer instructions for payment of the U.S. Data Breach Arbitration Settlement Amount to the Settlement Account within 5 business days of the Effective Date of the Plan; and (y) the Debtors shall pay the U.S. Data Breach Arbitration Settlement Amount within 10 days after the Effective Date of the Plan.
- B. **Arbitration Claims.** The settlement contemplated in this Agreement (the “Settlement”) shall resolve all Cyber Security Incident Arbitration Claims filed by U.S. Data Breach Arbitration Counsel (approximately ~32,000 total claims) as reflected in the Consolidated Claims submitted by U.S. Data Breach Arbitration Counsel, *provided however*, that U.S. Data Breach Arbitration Counsel may identify any represented claimant that decides not to participate in the Settlement or otherwise indicates that U.S. Data Breach Arbitration Counsel is no longer authorized to represent its interests (the “Non-Participating Arbitration Claimants”) by providing notice to the Debtors in writing (email being sufficient) on or before November 17, 2025 of each such Non-Participating Arbitration Claimant (the “Non-Participating Arbitration Claimants List”). The Non-Participating Arbitration Claimants List shall denote whether each of the Non-Participating Arbitration Claimants listed has indicated an intent to withdraw or otherwise abandon its Cyber Security Incident Arbitration Claim. The subset of Non-Participating Arbitration Claimants that (i) indicate an intent to withdraw or otherwise abandon their Cyber Security Incident Arbitration Claims and (ii) withdraw their respective proof of claim submitted on account of their Cyber Security Incident Arbitration Claim on or before November 17, 2025, shall be referred to as “Withdrawing Claimants”.
- C. **U.S. Data Breach Arbitration Settlement Amount Preserved Claim Adjustment.** For each Non-Participating Arbitration Claimant who is not a Withdrawing Claimant identified on the Non-Participating Arbitration Claimants List, the U.S. Data Breach Arbitration Settlement Amount shall be reduced by \$280 per such claimant (the “Preserved Claim Adjustment”).

- D. **Termination Right Based on Preserved Claim Adjustment.** The Parties shall each have the right to terminate this Settlement Agreement in the event the total Preserved Claim Adjustment exceeds \$100,000.
- E. **Modifications to the Plan.** The Plan will be amended to implement the terms of the Settlement in a manner that is mutually acceptable to the Parties and shall include modifications including, but not limited to, the following:
1. Cyber Security Incident Arbitration Claims filed by Tycko will be reclassified from Class 7 – Chrome Other General Unsecured Claims into Class 4 – U.S. Data Breach Arbitration Represented Claims.
 2. The defined term “U.S. Data Breach Arbitration Settlement Counsel” shall be modified to include Tycko in its capacity as counsel to the Holders of U.S. Data Breach Arbitration Represented Claims reflected on its Consolidated Claim.
 3. Treatment for Class 4 – U.S. Data Breach Arbitration Represented Claims shall be modified as follows:
 - a. If the Settlement is approved by the Bankruptcy Court prior to the Effective Date, (i) the Claims of Holders of U.S. Data Breach Arbitration Represented Claims shall be finally and fully satisfied, compromised, settled, released, and disallowed pursuant to the U.S. Data Breach Arbitration Settlement Order, Class 4 shall constitute a vacant Class, all votes submitted by U.S. Data Breach Arbitration Represented Claims through Law Firm Master Ballots shall be disregarded, and such Holders shall not receive a distribution under the Plan but shall receive the payment contemplated by the Settlement Agreement and (ii) notwithstanding anything to the contrary on the ballots submitted by U.S. Data Breach Arbitration Represented Claimants (through Law Firm Master Ballots), the U.S. Data Breach Arbitration Represented Claimants shall be deemed not to opt out of the Third-Party Release contemplated under the Plan.
 - b. If the Settlement is not approved by the Bankruptcy Court prior to the Effective Date, (i) Holders of Allowed U.S. Data Breach Arbitration Represented Claims shall receive the same treatment as Holders of Allowed Chrome Other General Unsecured Claims, (ii) notwithstanding anything to the contrary on the ballots submitted by U.S. Data Breach Arbitration Represented Claimants (through Law Firm Master Ballots), U.S. Data Breach Arbitration Represented Claimants shall be deemed to opt out of the Third-Party Release contemplated under the Plan, and (iii) the Parties’ rights under the Prepetition U.S. Data Breach Arbitration Settlement Agreement are preserved in accordance with the U.S. Arbitration Settlement Agreement Assumption Order and the Claims Procedures Order.

- c. Cyber Security Incident Arbitration Claims filed by or on behalf of Non-Participating Arbitration Claimants will be classified as Class 7 – Chrome Other General Unsecured Claims for purposes of allowance and distribution and will not participate in the Settlement, and the rights of the Debtors, their estates, any successors thereto, including the Plan Administration Trust, and the Non-Participating Arbitration Claimants are preserved in accordance with the U.S. Arbitration Settlement Agreement Assumption Order and the Claims Procedures Order, as applicable.
4. **Plan Voting.** If the Settlement is not approved by the Bankruptcy Court prior to or contemporaneously with Confirmation of the Plan, any votes submitted by U.S. Data Breach Arbitration Represented Claimants (through Law Firm Master Ballots) in favor of the Plan shall be deemed as votes to reject the Plan.
5. **Plan Support.** U.S. Data Breach Arbitration Counsel shall use reasonable best efforts to encourage U.S. Data Breach Arbitration Represented Claimants to vote in favor of the Plan and to not opt out of the third-party releases contemplated therein (through Law Firm Master Ballots).
- F. **Termination of the Prepetition U.S. Data Breach Arbitration Settlement Agreement.** Upon the Release Effective Date (as defined below), the Prepetition U.S. Data Breach Arbitration Settlement Agreement shall be terminated and of no further force or effect.
- G. **Withdrawal from Representation.** Upon entry of the U.S. Data Breach Arbitration Settlement Order, U.S. Data Breach Arbitration Counsel agrees not to represent any Non-Participating Arbitration Claimants with respect to their Cyber Security Incident Arbitration Claims.

IV. Mutual Releases.

- A. Upon the occurrence and satisfaction of the Funding Obligation Condition and the Debtors' funding of the U.S. Data Breach Arbitration Settlement Amount into the Settlement Account (the "Release Effective Date"), all U.S. Data Breach Arbitration Counsel and all U.S. Data Breach Arbitration Represented Claimants (the "U.S. Data Breach Arbitration Parties") shall be deemed to, and hereby agree to, release, acquit, satisfy, and forever discharge the Debtors, their estates, any successors thereto, including the Plan Administration Trust, and each of their former or current members, shareholders, affiliates, related entities, officers, directors, managers, employees, principals, auditors, agents, attorneys, insurers, reinsurers, successors, predecessors, and representatives (the "Debtor Released Parties") for any claims arising out of the Cyber Security Incident that U.S. Data Breach Arbitration Parties can, shall, or may have against the Debtor Released Parties, whether known or unknown, accrued, or unaccrued, fixed or contingent, prepetition or postpetition, secured, unsecured or priority, which may presently exist or arise in the future.

- B. Upon the Release Effective Date, the Debtor Released Parties shall be deemed to, and hereby agree to, release, acquit, satisfy, and forever discharge the U.S. Data Breach Arbitration Parties for any claims arising out of the Cyber Security Incident, including any claims arising out of or related in any way to the institution, prosecution or settlement of the Cyber Security Incident Arbitration Claims against the Debtors, that the Debtors can, shall, or may have against the U.S. Data Breach Arbitration Parties, whether known or unknown, accrued, or unaccrued, fixed or contingent, prepetition or postpetition, secured, unsecured or priority, which may presently exist or arise in the future.
 - C. The Parties agree that the releases set forth herein shall be construed as broadly as possible, except that the obligations of the Parties as set forth in this Agreement shall not be released.
- V. **Discontinuance of Arbitrations.** Upon the Release Effective Date, all U.S. Data Breach Arbitration Represented Claimants shall discontinue and dismiss with prejudice any Cyber Security Incident Arbitration Claims filed against Chrome with an arbitration provider. If the U.S. Data Breach Arbitration Represented Claimants fail to discontinue and dismiss any Cyber Security Incident Arbitration Claims, the Debtors or the Plan Administrator, as applicable, may submit the U.S. Data Breach Arbitration Settlement Order to the arbitration provider as conclusive evidence that the Cyber Security Incident Arbitration Claims should be dismissed with prejudice.
- VI. **Representations and Warranties.**
- A. Each of the U.S. Data Breach Arbitration Counsel represents and warrants that they are fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of their respective U.S. Data Breach Arbitration Represented Claimants, and each of their respective U.S. Data Breach Arbitration Represented Claimants agrees to be bound by the terms of this Agreement.
 - B. Each of the U.S. Data Breach Arbitration Counsel agrees, promises, and covenants that they will not initiate, file or seek to initiate any arbitration or file any legal action in a court, tribunal or any other forum against the Debtor Released Parties, for any claims, known or unknown, which have been released pursuant to the terms of this Agreement. In the event that any U.S. Data Breach Arbitration Counsel hereafter commences any legal action against a Debtor Released Party involving claims released pursuant to the terms of this Agreement, the U.S. Data Breach Arbitration Counsel commencing such legal action shall indemnify the Debtor Released Parties for all costs and expenses incurred, including attorneys' and expert witness fees for that legal action (including any subsequent appeals or proceedings in other courts).
 - C. The Parties agree and understand that in entering into this Agreement, Chrome is specifically relying on the representations and warranties in this Paragraph, the releases contemplated in Section III of this Agreement, and the ability to enforce this Agreement against each U.S. Data Breach Arbitration Represented Claimant.

- VII. **Further Assurances.** Each of the Parties shall execute and deliver to the other all such other documents as may reasonably be requested to accomplish whatever may be contemplated pursuant to this Agreement, and hereby agree to do and perform all acts, and to make, execute, and deliver all instruments and documents necessary to perform the obligations or consummate the transactions contemplated by this Agreement.
- VIII. **Non-Waiver.** The failure of any Party to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that Party thereafter from enforcing each and every provision of this Agreement. The rights granted to the Parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such Party's right to assert all other legal remedies available to it under the circumstances.
- IX. **Prevailing Party.** Except as otherwise provided in this Agreement, the Parties acknowledge and agree that each of them, as between them, will bear their own costs, expenses, and attorneys' fees arising out of the negotiation, preparation, and execution of this Agreement, and all matters arising out of or connected therewith.
- X. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes any and all other understandings and agreements between the Parties with respect to the subject matter hereof, including the Prepetition U.S. Data Breach Arbitration Settlement Agreement solely upon the occurrence and satisfaction of the Funding Obligation Condition and funding of the U.S. Data Breach Arbitration Settlement Amount, and no representation, statement, or promise not contained herein shall be binding on either Party. This Agreement may be modified, changed, amended, or otherwise altered only by a written amendment signed by each Party.
- XI. **Execution in Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by photocopy, facsimile, electronic, email, or other copies of signatures shall have the same effect as an ink-signed original.
- XII. **Binding Nature of the Agreement on the Debtors' Estates.** Subject to Bankruptcy Court approval of this Agreement and the occurrence of the Effective Date, this Agreement shall be binding upon the Debtors and any subsequently appointed chapter 11 or chapter 7 trustee and shall be enforceable by the U.S. Data Breach Arbitration Parties against the Debtors and their estates both during these chapter 11 cases and, if applicable, after conversion to chapter 7 or the dismissal of the chapter 11 cases.
- XIII. **Review by Counsel; Voluntary Agreement.** The Parties confirm they have had the material terms of this Agreement explained to them by their attorneys, and by executing this Agreement they represent that they are relying upon their own judgment and the advice of the counsel of their choice and are not relying upon any recommendations or representations of any opposing party, opposing counsel, or other representative, other than those representations expressly in this Agreement.

- XIV. **Jointly Drafted.** The Parties to this Agreement have cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against either Party on the basis that the Party was the drafter.
- XV. **Cooperation and Best Efforts.** The Parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the Parties thereto, and the Parties shall use their reasonable best efforts to obtain the U.S. Data Breach Arbitration Settlement Order as a Final Order (as defined in the Plan) prior to the Effective Date. The Debtors' reasonable best efforts shall include, but are not limited to, promptly filing the motion seeking approval of the Settlement pursuant to Rule 9019 (the "9019 Motion") along with a motion seeking to have the 9019 Motion heard on an expedited basis prior to Confirmation, and addressing, responding to, and/or using commercially reasonable best efforts to resolve, any objections or other responses filed or asserted with respect to the 9019 Motion in a manner consistent with the terms and purposes of this Agreement. The Debtors agree to keep U.S. Data Breach Arbitration Counsel reasonably apprised of the anticipated Effective Date by responding to inquiries by U.S. Data Breach Arbitration Counsel with respect to the anticipated Effective Date and notifying U.S. Data Breach Arbitration Counsel of any material changes to any previously communicated anticipated timeline for the Effective Date as soon as reasonably practicable after such information becomes available.
- XVI. **Authority.** Subject to approval of the Bankruptcy Court, the individuals executing this Agreement on behalf of the Parties have the full power and lawful authority to execute and deliver this Agreement, as well as all of the other documents executed or delivered, or to be executed or delivered, by the Parties in connection herewith, to perform the obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Parties, the performance of the obligations hereunder, and the consummation by the Parties of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Parties and no other corporate proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Subject to approval of the Bankruptcy Court, each of the documents in connection herewith to which the Parties are, or will be, a party, has been, or will be, duly and validly executed and delivered by the Parties, and, assuming the due authorization, execution, and delivery of the documents by the other Parties, are (or when executed and delivered will be) legal, valid, and binding obligations of the Parties.
- XVII. **Governing Law.** The exclusive jurisdiction for any dispute related to this Agreement, including interpretation and enforcement thereof, shall be the Bankruptcy Court.
- XVIII. **Severability.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, all other parts shall remain fully valid and enforceable.
- XIX. **Notice.** Where this Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email to the representatives for the Party to whom notice is being provided, as identified below:

For the U.S. Data Breach Arbitration Represented Claimants:

Attn: Michael S. Etkin | Andrew Behlmann | Nicole Fulfree | Carolyn M. Gauvin

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For the Debtors:

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[Remainder of the page intentionally left blank.]

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

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



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

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

/s/

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

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

/s/

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/s/ *Gary M. Klinger*

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/s/

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

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

/s/

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*On behalf of the U.S. Data Breach Arbitration
Represented Claimants*

/s/ Matthew Kvarda _____

Matthew Kvarda
Chief Restructuring Officer

***CHROME HOLDING CO. (for itself and on behalf of
each of the other Debtors and Debtors-in-Possession)***

ADDENDUM TO AGREEMENT¹

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

RECITALS

WHEREAS, on September 16, 2025, the Parties entered into the Agreement to resolve claims arising from the Pixel Defendants’ operation and maintenance of the Website and other issues related to class certification pursuant to rule 7023 of the Federal Rules of Bankruptcy Procedure and/or the authority to file a class proof of claim.

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

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

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

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

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

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

Upon the Plan Effective Date, Pixel Counsel, the Lead Plaintiffs and the Pixel Putative Class Action Members who timely filed individual Pixel POCs and who do not opt out of the Pixel Class Benefits Plan (the “Pixel Parties”) shall be deemed to, and hereby agree to, release, acquit, satisfy, and forever discharge (i) the Debtors and any of their respective members, shareholders, affiliates,

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

related entities, current and former officers, directors, employees, principals, agents, successors, predecessors, and representatives; and (ii) Various Underwriters at Lloyds subscribing to Cyber and Liability Policy UMR B1510CY2300014, Allied World Specialty Insurance Company, Houston Casualty Company and Landmark American Insurance Company (the “Cyber Insurers”) that issued certain cyber insurance policies to the Debtor for the period from May 1, 2023 through May 1, 2024 (the “Cyber Insurance Policies”) (collectively, the “Debtor Released Parties”) for any claims arising out of the Pixel Technologies that the Pixel Parties can, shall, or may have against the Debtor Released Parties, whether known or unknown, accrued or unaccrued, fixed or contingent, prepetition or postpetition, secured, unsecured or priority, which may presently exist or arise in the future. Pixel Putative Class Members who (i) timely filed individual Pixel POCs, (ii) opted out of the Pixel Class Benefits Plan and (iii) do not otherwise agree to provide the releases contemplated in the Plan, shall not be deemed to be “Releasing Parties” as contemplated under an Acceptable Plan.

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

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

[Signature Pages to Follow]

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

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



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*On behalf of the Lead Plaintiffs and Pixel
Putative Class Action Members*

/s/ Christopher Hopkins

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**

Paul M. Basta (admitted *pro hac vice*)

Christopher Hopkins (admitted *pro hac vice*)

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$3.25M Lemonaid Health Settlement Ends Pixel Data Sharing Class Action Lawsuit](#)
