

CIVIC/CSX PAINT CLASS ACTION “AUTHORIZED BODY SHOP”

TERMS AND CONDITIONS

Appointment as an “Authorized Body Shop”

Subject to your agreement to these Terms and Conditions, including those in the Authorized Body Shop Reimbursement Form, you are appointed as an Authorized Body Shop, authorized to perform assessment and Paint Repair of Early Paint Degradation on Class Vehicles, and eligible for reimbursement in accordance with a Repair Approval Certificate for same, subject to the terms and limitations contained in the Settlement Agreement, including its Schedule J, appended hereto. You agree to have the Body Shop name, address and telephone number, website URL, and email address, as applicable, published on the Settlement Website.

This appointment is non-transferrable and revokable at any time, in Honda or the Administrator’s sole discretion.

No Representations, Warranties or Guarantees

No representations, warranties or guarantees related to your appointment as an Authorized Body Shop are made. Without limiting the foregoing, nothing in these Terms and Conditions shall be construed to constitute a representation, promise or guarantee whatsoever as to any value, volume of work or profit available to a body shop as a result of becoming appointed as an Authorized Body Shop.

Quality Guarantee

You warrant that you will perform Paint Repair of the highest quality standard and in accordance with the rules of art, industry standards or best practices.

You are and will remain legally responsible for the quality of any Paint Repair performed.

Equipment Requirements

You are solely responsible for ensuring that you have appropriate equipment and supplies necessary to perform the assessment and Paint Repair as required by this Agreement and the Settlement.

You are solely responsible for ensuring that you have the appropriate equipment required to submit the Reimbursement Form and supporting documentation listed therein to the Administrator.

Accuracy of Claims Submitted

You will only submit a Reimbursement Form for work actually performed, in accordance with the requirements set forth in the Settlement Agreement and Reimbursement Form.

In the event that the Administrator determines that false or inaccurate information has been submitted by you, your employees or assigns, your appointment as an Authorized Body Shop may be immediately revoked at the discretion of Honda or the Administrator, and the Administrator will not be liable to pay any claims for Reimbursement by you.

Audit

Honda and the Administrator have the right to audit the Authorized Body Shop for any Paint Repair performed, and any Reimbursement Form submitted. The audit may include, but is not limited to, requesting supporting information, documentation, and/or photographs, as well as conducting an on-site inspection of the body shop’s facilities, and/or any Class Vehicles on the body shop’s premises.

You will be solely responsible for any costs you incur in complying with the audit.

No Agency Relationship

Nothing in these Terms and Conditions, or your appointment as an Authorized Body Shop will create an agency relationship between you and Honda.

No Employment Relationship

Nothing in these Terms and Conditions, or your appointment as an Authorized Body Shop will create an employment relationship between you, your employees, and Honda.

Insurance

You shall maintain appropriate insurance coverage as required by law and in-line with coverages and limits generally held by body shops in the jurisdiction in which you operate. Certificates of insurance confirming the particulars of the coverage and listing the insured parties, must be provided to the Administrator upon request.

Reimbursement

You are solely responsible for ensuring the currency of the Repair Approval Certificate and the completeness and timely submission of all Reimbursement Forms. Honda and/or the Administrator will have no liability to reimburse you for Paint Repair performed under an expired Repair Approval Certificate or late submission of a Reimbursement Form.

You understand that you will only be reimbursed for the Authorized Cost of Repair indicated on a Repair Approval Certificate. You will not be reimbursed for the work you perform whose cost exceeds the Authorized Cost of Repair or work is not authorized on the Authorized Repair Certificate.

The information you provide on the Reimbursement Form, including your registration information (name and email address), payment information (postal address for sending a cheque) must be true, accurate, current and complete. You will be solely responsible and liable for any and all loss, damage, and additional costs that the Administrator or any other person may incur as a result of your submission of any false, incorrect or incomplete information, or your failure to update your payment information immediately upon any change.

Limitation of Liability and Indemnification

AS PERMITTED BY LAW, IN NO EVENT SHALL HONDA OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT, DIRECT, INDIRECT OR CONSEQUENTIAL, INCLUDING DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR APPOINTMENT AS AN AUTHORIZED BODY SHOP OR THE REVOCATION OF SAID APPOINTMENT HOWEVER CAUSED, REGARDLESS OF THEORY OF LIABILITY (CONTRACTUAL, EXTRACONTRACTUAL, TORTIOUS OR OTHERWISE) AND EVEN IF THE ADMINISTRATOR, HONDA OR THEIR AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE ADMINISTRATOR, HONDA AND THEIR AFFILIATES IN THE EVENT OF ANY CLAIMS BY ANY THIRD PARTY ARISING DIRECTLY OR INDIRECTLY FROM ANY OF YOUR ACTIONS, ACTS OR OMISSIONS AND THOSE OF YOUR EMPLOYEES OR REPRESENTATIVES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT, DIRECT, INDIRECT OR CONSEQUENTIAL.

Term

These Terms and Conditions become effective immediately when they are accepted by you, and will remain in effect for so long as you remain an Authorized Body Shop. The Limitation of Liability and Indemnification provisions of these Terms and Conditions shall survive the termination of this Agreement.

Appointment Non-Transferrable

Appointment as an Authorized Body Shop is non-transferrable. If you sell or otherwise transfer ownership of the body shop, you agree to notify Honda immediately.

Termination

Honda or the Administrator may revoke your appointment as an Authorized Body Shop at any time. Subject to these Terms and Conditions, Honda or the Administrator will not be liable for any claim for Reimbursement submitted following termination of your appointment.

Your appointment as an Authorized Body Shop will remain in effect until the earlier of: (1) the end of the Performance Period or (2) revocation of your status by Honda or by the Administrator.

Contact Information

You will ensure that you provide accurate, up-to-date contact information to Honda and/or the Administrator at all times.

If you have any inquiries, you can contact the Administrator.

Personal Information & Privacy

You are solely responsible for ensuring compliance with all applicable privacy laws relating to your

collection, use, and disclosure of Claimants' Personal Information.

Disputes

Any disputes stemming from this Agreement will be brought in a court of competent jurisdiction in the district of Montreal, province of Quebec or the federal courts of Canada therein (as applicable).

Compliance With Laws and Policies

You agree to comply with all applicable laws, regulations, and licensing requirements at all times.

Governing Law and Choice of Forum

The present Terms and Conditions are governed by the laws of the Province of Québec and the laws of Canada (as applicable). Any dispute arising from the present Terms and Conditions shall be brought before the court of competent jurisdiction of the district of Montreal, province of Quebec or before the federal courts of Canada (as applicable), at the exclusion of any other.

Modifications and Severability

The Administrator reserves the right to make changes to these Terms and Conditions at any time. If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Definitions

Unless defined in the Settlement Agreement, all capitalized terms will have the meanings attributed below. For ease of reference, certain terms defined in the Settlement Agreement have been reproduced in full below.

“Administrator” or **“Settlement Administrator”** Means PriceWaterhouseCoopers Inc., the entity appointed by the Court to administer the Settlement Agreement.

“Authorized Cost of Repair” has the meaning given to that expression in the Settlement Agreement, i.e., “the maximum value which may be reimbursed to a Settlement Class Member who submits a valid Claim for the In-Kind Remedy as determined by the Administrator pursuant to the Settlement Agreement”; for greater certainty, the maximum reimbursement value for Paint Repair performed will be indicated on the Repair Approval Certificate.”

“Claimant” means any person legitimately requesting an estimate or repaint pursuant to the Settlement Agreement.

“Class Vehicle” has the meaning given to that expression in the Settlement Agreement, i.e. “means the 2006-2013 model year Honda Civic vehicles and 2006-2011 model year Acura CSX vehicles” ; for greater certainty, no repairs should be effected for a Claimant and not paint repairs will be reimbursed on a Class Vehicle that does not suffer from Early Paint Degradation at the time the paint repairs are effected.

“Early Paint Degradation” or **“EPD”** means the condition illustrated at Schedule “I” of the Settlement Agreement

“Paint Repair” has the meaning given to that expression in the Settlement Agreement, i.e. any process performed by an Authorized Body Shop according to rules of art to cover paint on Class Vehicles affected by Early Paint Degradation, including, but not limited to, repaint, wrapping or covering.

“Performance Period” means the period during which Honda will provide Settlement Benefits under **Erreur! Source du renvoi introuvable.** of Settlement Agreement to Settlement Class Members, which period will begin at the latest two (2) months after the Final Matrix Value is known and will last at least one hundred and eighty (180) days.

“Personal Information” may include, but is not limited to the following: (a) Personally identifiable information that may be used to identify or locate a natural person including but not limited to first and last name, physical address, telephone number, social insurance number, salary, date of birth, driver's licence number, provincial health insurance number, bank or other financial institution account numbers, credit card numbers or passport numbers; or (b) any other data that has the capacity to be linked to a specific person.

“Reimbursement Form” means the form or interactive website found on the Settlement Web (at <https://drivewithstyle.ca/>), and any information of attachments required therein.

“Repair Approval Certificate” has the meaning given to that expression in the Settlement Agreement, i.e., means an instrument or an electronic equivalent issued by the Administrator upon approval of the Settlement Class Member's Claim for the In-Kind Remedy, that notifies an Authorized Body Shop of the Authorized Cost of Repair that Honda (or the

Administrator on Honda's behalf) will reimburse to the Authorized Body Shop

"Settlement Agreement" means in the settlement agreement in the class action *Daunais v. Honda Canada Inc.*, as approved by the Quebec Superior Court on July 6, 2022.

"Settlement Website" means the website that can be consulted at the following URL address : <https://drivewithstyle.ca/>

"You, Your" and its variations means the Body Shop.

Appendix

- Appendix I of the Settlement Agreement
- Appendix J of the Settlement Agreement

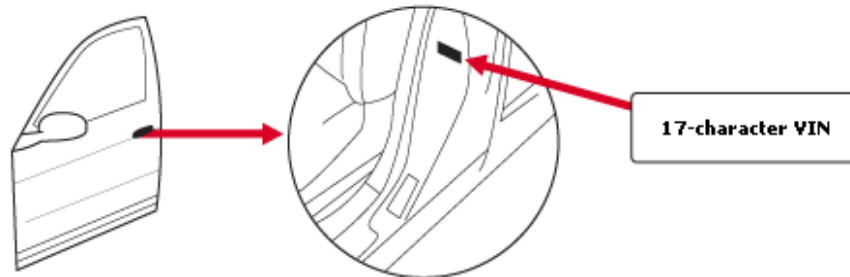
Schedule “I” Paint Degradation Illustrations

Photographs must clearly show the applicable areas affected by EPD. A photograph of the vehicle identification number (VIN) must also be taken such that the Claims Administrator can confirm that the particular paint degradation corresponds to the applicable VIN. A photograph of the whole of the Class Vehicle, including its licence plate must also be included.

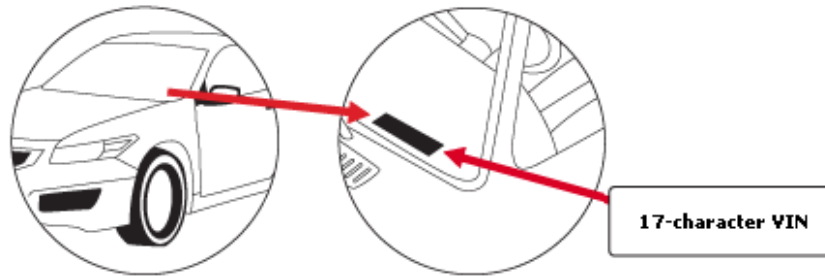
To find your VIN.

Please provide both pictures.

Look at the driver’s side door frame. The VIN will be on a label near where the door latches.



Look in the bottom corner of the windshield on the driver’s side.



Examples of Acceptable Photographs of EPD (“Dos”)

These are examples of proper photographs showing the whole of the vehicle and its licence plate:



These are examples of proper photographs of roof paint degradation:



These are examples of proper photographs of fender (wing) paint degradation:



These are examples of proper photographs of door paint degradation:



These are examples of proper photographs of hood paint degradation:

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These are examples of proper photographs of trunk paint degradation:



These are close-ups on paint degradation (close-ups are acceptable where there is also a picture showing the whole of affected part)



Examples of Unacceptable Photographs of EPD (“Don’ts”)

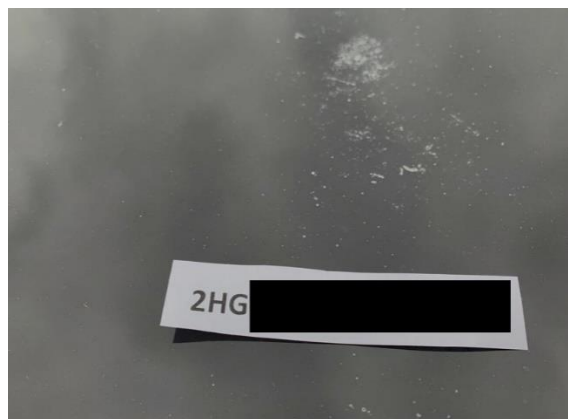
This photograph is not acceptable because it is unclear.



This photograph is not acceptable because it shows a reflection of the clouds and not EPD.



This photograph alone is not acceptable because it cannot be seen which part is affected. This photograph would be acceptable if it were part of a series of photos.



These photographs are not acceptable because they do not show EPD

(this shows a bird dropping)



(this shows dirt)

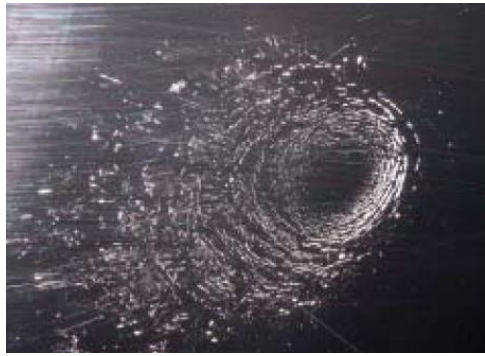


(this is damage from rusting)



(this is damage from a thrown egg)

April 25, 2022



April 25, 2022

Schedule “J”

Notice to Authorized Body Shops

1. Overview

As part of the settlement of a class action lawsuit,¹ which alleged early paint degradation (“EPD”)² on 2006-2013 model year Honda Civic vehicles and 2006-2011 model year Acura CSX vehicles (the “**Class Vehicles**”), Honda Canada has agreed to contribute towards the cost of certain vehicle repaint for eligible settlement class members. As detailed below, Honda, through a settlement administrator (the “**Administrator**”), will reimburse professional body shops (like your body shop) that agreed to its terms and conditions³ (with any other body shop having been accepted on an exceptional basis by Honda Canada, an “**Authorized Body Shop**”) for the actual value of corrective repaint obtained by a settlement class member, up to a maximum amount (the “**Authorized Cost of Repair**”) as noted on a valid Honda-issue certificate (the “**Repair Approval Certificate**”). You will need to submit specific documentation within a specific time frame to be reimbursed.

2. The Repair Approval Certificate and the Authorized Cost of Paint Repair

In order to be eligible for an in-kind repair by virtue of the Settlement, a Settlement Class Member must have filed a valid Claim, including a quote from an Authorized Body Shop, and have been approved by the Administrator. Upon approval of a valid claim, the Administrator will issue a Repair Approval Certificate. The Repair Approval Certificate will specify, amongst others:

- the name of the settlement class member
- the VIN of the Class Vehicle
- the affected part(s)
- the Authorized Cost of Repair
- a serial number
- an issuance date
- an expiry date

Settlement class members, make an appointment with an Authorized Body Shop for the completion of repair work and have the repair work done within 180 days of the issuance date of their Repair Approval Certificate. Honda will not reimburse Authorized Body Shop for work performed more than 180 days after the issuance date of their Repair Approval Certificate.

3. Advertising

A Settlement Website has been created, which will include a list of Authorized Body Shops. Listing on the Settlement Website is not mandatory. An Authorized Body Shop may be reimbursed by Honda even if it is not listed on the Settlement Website provided it complied with section 5 below in order to be designated as an Authorized Body Shop. [...]

¹ *Daunais v. Honda Canada*, Superior Court file number: 500-06-000927-182

² Examples of EPD are available on the Website at www.drivewithstyle.ca.

³ The Terms and Conditions are available on the Website at www.drivewithstyle.ca/documentation

4. The Paint Repair Work

Repairs may be done by way of repainting or wrapping. The Authorized Body Shop that performs the Paint Repair Work remains responsible for the quality of the repair work.

Before proceeding with any repaint work, the Authorized body shop must:

1. read and understand the Terms and Conditions (available at www.drivewithstyle.ca/ documentation) and accept them at the latest with the completion of the reimbursement form
2. verify with the Administrator that the Repair Approval Certificate is valid*
3. verify that the settlement class member obtained a quote for the applicable repaint work clearly identifying the amount to be paid by the settlement class member in addition to the settlement benefit,**
4. verify that the Repair Approval Certificate is not expired
5. verify that the Class Vehicle is that for which the Repair Approval Certificate was issued
6. verify that the Class Vehicle shows signs of early paint degradation on the areas noted in the Repair Approval Certificate***

* Where a Repair Approval Certificate cannot be validated by the Authorized body shop or otherwise appears to have been altered or falsified, the Authorized body shop must refuse to honour the Repair Approval Certificate and must advise the Administrator.

** If the price of repairs is higher than the Authorized Cost of Repair shown on the Repair Approval Certificate, the settlement class member has the option of paying for the difference between the Authorized Cost of Repair and the actual cost of the paint repairs. The authorized body shop will be reimbursed by the Administrator only for the Authorized Cost of Repair, the customer will have to pay for the difference on the authorized body shop's usual terms and conditions. Honda or the Administrator bears no responsibility for payment of any amount in excess of the Authorized Cost of Repair.

*** If it appears to the Authorized body shop that the Class Vehicle does not experience EPD as noted in the Repair Approval Certificate, the Authorized body shop must refuse to honour the Repair Approval Certificate and must advise the Administrator.

After the paint repair work is completed, the Authorized body shop must:

1. keep a copy of the Repair Approval Certificate and submit the original to the Administrator
2. apply for a reimbursement within thirty (30) days of having completed the paint repair work. The required documentation must be received by the Administrator by email or post-marked by the 30th day after the repaint work was completed as indicated in the work order/invoice.

5. Reimbursement Payments to Authorized Body Shops

In order to be reimbursed by the Administrator, an Authorized body shop must:

1. submit a form through the online platform available at the following address:
https://survey.pwc.com/jfe/form/SV_5yB4PkbPnqBHcWy
2. submit a detailed work order or invoice showing the following information:
 - customer name
 - VIN number
 - cost of the repaint work,
3. submit the original Repair Approval Certificate
4. no more than thirty (30) days after the repairs have been completed, and in all instances, no more than thirty (30) days after the expiry date on the Repair Approval Certificate
5. accept the Administrator's Terms and Conditions at the latest with the Reimbursement form

The Administrator will **not** reimburse the body shop

- if it is not an Authorized body shop
- if it has not agreed to the Administrator's terms and conditions for reimbursement
- absent a valid Repair Approval Certificate;
- for any amount in excess of the Authorized Cost of Repair, which appears on the Repair Approval Certificate;
- where the Authorized Cost of Repair was used for goods or services other than repairing an area affected by EPD;
- where the applicable paint repair work was not made within one hundred and eighty (180) days of the issue date of the Repair Approval Certificate;
- where the paint repair work was completed after the expiry date of the Repair Approval Certificate, absent a written extension from the Administrator;
- where the reimbursement was not sought within thirty (30) days of the completion of the paint repair work; and/or
- where the detailed work order or invoice is incomplete.

If a request for payment is incomplete or defective, the request for payment will be denied unless the defect is cured within ten (10) business days from the notice of the Administrator. The Administrator's decision, after the delay to cure and consideration, as the case may be, of the information transmitted by the body shop during said delay will be final and binding.

To contact the Administrator:

Administrator
Place de la Cité, tour Cominar
2640, Laurier Blvd., Suite 1700
Quebec (QC) G1V 5C2
Phone:1-888-888-0823.

For more information about the Settlement, visit www.drivewithstyle.ca.

March 18, 2024