



Court File No.: CV-13-486111-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
 ) Monday , THE 26th DAY  
JUSTICE GLUSTEIN )  
 ) OF June , 2023

BETWEEN:

BRAD LUNDELL

Plaintiff

- and -

NORTHLAND RESOURCES S.A., ANDERS HVIDE, and KARL-AXEL WAPLAN

Defendants

**PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT*, 1992, S.O. 1992, c.6**

**ORDER  
(Notice Approval – Claims Process)**

**THIS MOTION**, made by the Plaintiff for an Order (i) approving the notices of the commencement of the claims process (the “Notices”); (ii) approving the method of dissemination of the Notices (the “Notice Plan”); (iii) appointing the RicePoint Administration Inc. to disseminate the Notices in accordance with the Notice Plan; and (iv) approving the quote for implementing the Notice Plan and payment of the costs of disseminating the Notices from the Settlement Amount, was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

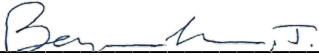
**ON READING** the materials filed;

**AND ON BEING ADVISED** that RicePoint Administration Inc., has consented to being appointed as the notice provider in accordance with the terms of this Order;

**AND ON BEING ADVISED** that the Plaintiff and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the claims notice, press release, newspaper ad, and banner ad Notices are approved substantially in the form attached as **Schedule 'A'** to this Order.
3. **THIS COURT ORDERS** that the Notice Plan is approved substantially in the form attached as **Schedule 'B'** to this Order and that the Notices shall be disseminated in accordance with the Notice Plan.
4. **THIS COURT ORDERS** that RicePoint Administration Inc. is appointed to disseminate the Notices in accordance with the Notice Plan.
5. **THIS COURT ORDERS** that RicePoint Administration Inc.'s quote to implement the Notice Plan is hereby approved substantially in the form attached as **Schedule 'C'** and that the costs of disseminating the Notices are to be paid from the Settlement Amount.

**Date:** June 26, 2023

  
\_\_\_\_\_  
Justice Glustein

# **Schedule 'A'**

Did you buy Securities<sup>1</sup> in Northland Resources between April 1, 2012, and January 23, 2013?

If so, you may be able to claim some money now.

**FILE YOUR CLAIM BY no later than [DATE]**

## Background

A class action lawsuit was filed in Canada against Northland Resources S.A. and other related parties in 2013. The lawsuit claims that the Defendants breached securities laws by making false statements and omissions to investors and/or failing to disclose the cost overruns on the Kaunisvaara Project.

A settlement of €7,550,000 has been reached for the benefit of class members, less Court-approved legal fees, disbursements, notice, administration and other related costs (the "Settlement Fund"). The settlement was approved by the Ontario Superior Court of Justice on January 5, 2023.

## Who can participate in the Settlement

If you or your business bought Northland Securities between April 1, 2012 and January 23, 2013 (the "Class Period") and held onto some or all of them until January 23, 2013, you are eligible to file a claim.

## How to make a Claim

To make a claim, you must submit a completed claim form **no later than [date]**. Claims filed after the deadline may not be approved or eligible for compensation.

You can file a claim online now through the claims website, [www.northlandclassaction.com](http://www.northlandclassaction.com), or file a paper claim form by contacting the Court-appointed Claims Administrator at the contact information below.

Filing a claim will require proof such as personal identifying information and proof of the number of Northland Securities purchased and/or sold.

*If you previously submitted your information and supporting documents through the online registration portal, you still need to make a claim in order to be eligible for compensation. You will receive an e-mail*

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<sup>1</sup> Securities means common shares that traded on a public exchange such as the Toronto Stock Exchange ("NAU"), the Oslo Bors ("NAUR"), over-the-counter trading on the Frankfurt Stock Exchange ("NPK"), and the NASDAQ OMX Stockholm's trading venue First North in Sweden ("NAUR") and includes Deposit Receipts traded in Norway through Verdipapirisentralen.

*from the Claims Administrator with the information previously submitted to assist you with filing your claim. If you do not receive an e-mail, please contact the Claims Administrator.*

### **How the Settlement Fund will be distributed**

A claim form must be submitted in order to determine what portion of the Settlement Fund each eligible class member may be entitled to.

The Settlement Fund will be distributed according to the Court-approved Plan of Distribution, which applies a formula to pay a pro-rata share of the Settlement Fund to each class member with a successfully filed claim.

Payment of claims will be based on each claimant's Settlement Input Value, which will be determined by such considerations as the number of Securities purchased during the Class Period, the price paid for those securities, and the disposition price recovered after the class period, if any. There is no cap on the upper limit of the value of any successful claim. The plan is designed so that no claimant will receive less than a minimum payment of CDN \$20.00 subject only to pro-ration.

### **More Questions?**

If you have any questions or need more information, visit [www.northlandclassaction.com](http://www.northlandclassaction.com) or contact the Claims Administrator or Class Counsel:

**Claims Administrator:**  
RicePoint Administration Inc.  
E-mail: [northland@ricepoint.com](mailto:northland@ricepoint.com)  
Tel: 1.888.756.7635

**Class Counsel:**  
Foreman & Company  
E-mail: [northland@foremancompany.com](mailto:northland@foremancompany.com)  
Toll Free: 1.855.814.4575 ext. 107

## **Settlement Claims Period Open in Northland Resources S.A. Securities Class Action**

**LONDON, ON, [DATE]** – A securities class action involving Northland Resources S.A. ("Northland") and other related parties has settled for €7,550,000. The Ontario Superior Court of Justice has approved the settlement agreement and the plan of distributing the settlement funds less Court-approved legal fees, disbursements, notice, administration and other related costs.

The claims period is now open for eligible affected shareholders to make a claim for a portion of the settlement funds. Eligible shareholders include all persons or entities who acquired Northland Resources S.A. Securities between April 1, 2012 and January 13, 2013 and held some or all of those Securities as of January 23, 2013.

Claims can be submitted online through the settlement website at [www.northlandclassaction.com](http://www.northlandclassaction.com), or by paper copy upon request to the Claims Administrator. The deadline for filing a claim is **[DATE]**. Claims filed after the deadline may not be approved or eligible for compensation.

For more information regarding the claims process, or to view copies of the Settlement Agreement, Plan of Distribution, Claims Notice and other documents, please visit the settlement website [www.northlandclassaction.com](http://www.northlandclassaction.com). If your question is not answered there, you may contact the Claims Administrator at [northland@ricepoint.com](mailto:northland@ricepoint.com) or 1.888.756.7635.

Foreman & Company, the lawyers acting for the class in this matter, can be contacted at [northland@foremancompany.com](mailto:northland@foremancompany.com) or at 1.855.814.4575, ext. 107.

*Foreman & Company, based in London, Ontario, has more than 20 years' experience in class action litigation and expertise in a full range of class action matters.*

*Media contact: Jonathan Foreman [jforeman@foremancompany.com](mailto:jforeman@foremancompany.com)*

**DID YOU ACQUIRE SHARES OF NORTHLAND RESOURCES S.A.  
BETWEEN APRIL 1, 2012 and JANUARY 23, 2013?**

**If so, read this notice.**

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**A CLASS ACTION SETTLEMENT HAS BEEN APPROVED ON  
BEHALF OF SHAREHOLDERS OF NORTHLAND RESOURCES S.A.**

The Ontario Superior Court of Justice has approved the settlement of €7,550,000 reached on behalf of all persons or entities who acquired shares of Northland Resources S.A. that traded on a public exchange such as the TSX and the Oslo Bors between April 1, 2012 and January 23, 2013 and held some or all of those shares as of January 23, 2013.

**YOU MAY NOW MAKE A CLAIM FOR MONEY**

To make a claim for a portion of the settlement funds, visit [www.northlandclassaction.com](http://www.northlandclassaction.com) to access the claim form online or contact the Claims Administrator for a paper claim form. All class members with valid claims will receive a minimum of CDN \$20.00 in compensation, subject to pro-ration in the event of high claims rates.

**All claims must be received by [DATE].**

**FOR FURTHER INFORMATION, visit [www.northlandclassaction.com](http://www.northlandclassaction.com)**

## Banner Ad

**Did you acquire shares of Northland Resources S.A. that traded on a public exchange such as the TSX and the Oslo Bors between April 1, 2012 and January 23, 2013 and continue to hold some or all of those securities as of January 23, 2013?**

IF SO, MAKE A CLAIM NOW FOR MONEY FROM A CLASS ACTION SETTLEMENT.

[CLICK TO LEARN MORE.](#)



# **Schedule 'B'**

## **Northland Resources S.A. Class Action Notice Plan – Claims Process**

The Claims Notice, Press Release, Newspaper Ad and Banner Ad for the opening of the claims process (collectively the “Notices”) will be disseminated to class members as follows:

### **Direct Mail/E-mail to Class Members:**

1. The Claims Notice will be sent by direct mail and/or e-mail to:
  - a. all persons who have directly contacted Class Counsel about the litigation and/or submitted their contact information on the settlement website’s Shareholder Portal at [www.northlandclassaction.com](http://www.northlandclassaction.com);
  - b. all persons whose contact particulars are disclosed by the Defendants and/or identified by the Claims Administrator;
  - c. all brokerage firms that are publicly listed as a custodian of Northland Resources S.A. securities;
  - d. all publicly disclosed shareholders, both individuals and institutions, of Northland Resources S.A.;
  - e. each class member whose name and address is obtained through the Claims Administrator’s investment brokerage outreach program; and
  - f. all persons who request a copy of the Notice.

### **Press Release:**

2. The Press Release will be distributed to major news and broadcast outlets across Canada through Canada Newswire with promotion through Canada Newswire’s social media feeds.
3. The Press Release will be distributed to news and outlets published through a specialized newswire with distribution to news outlets and media in the European business zone.

### **Newspaper Publications:**

4. The Newspaper Ad will be published in newspapers in the geographic locations that generally reflect the location of the shareholders, subject to each having reasonable publication deadlines, including but not limited to:
  - a. The Globe and Mail (National Edition);

- b. The Aftenposten (Norway);
- c. Göteborgs-Posten (Sweden); and
- d. Svenska Dagbladet (Sweden).

**Websites:**

- 5. The Claims Notice and a copy of the Plan of Distribution will be posted to Class Counsel's website and on a dedicated multilingual website created solely for the purposes of this litigation at [www.northlandclassaction.com](http://www.northlandclassaction.com).
- 6. The Claims Notice will be distributed to investor websites via paid placements on:
  - a. Bloomberg.com; and
  - b. Stockhouse.com.

**Digital and Social Media:**

- 7. There will be a digital distribution of the Banner Ad on news media websites within the Google Display Network (supplemented by the PostMedia networks if advisable by the Claims Administrator), across Canada, Norway and Sweden with a target of a minimum 1,250,000 unique impressions. The Banner Ad will be provided in English, Norwegian and/or Swedish as applicable and may be modified as necessary to fit the dimensions and specifications as required by particular websites and media providers. The Banner Ad will redirect class members to the settlement website ([www.northlandclassaction.com](http://www.northlandclassaction.com)) where they will be able to view a copy of the Notices and submit their claim through the online portal.
- 8. A link to the settlement website ([www.northlandclassaction.com](http://www.northlandclassaction.com)) will be posted on Class Counsel's social media accounts, including but not limited to LinkedIn, Twitter and Facebook.

# **Schedule 'C'**

Administration Services Estimate  
 Northland Securities  
 Supplemental Estimate



June 16, 2023

Michael Mooney; mmooney@ricepoint.com; +1-226-235-1611

PROJECT SET UP AND MANAGEMENT	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
<b>Defendant Data Packages</b>					
- Defendant Data Formatting		20 hrs			
- Mail Defendant Data Packages		550 units			
- Estimated Postage		550 units			
- Defendant Data Mailing Management		3 hrs			
<b>Sub-total of Defendant Data Packages</b>					<b>TBD</b>
<b>Media Campaign</b>					
<b><sup>1</sup>Main Media Program - Phase II</b>					
- Canada Newswire (CNW) Press release					
- Canada Newswire (CNW) Canada-wide distribution in English with posting to CNW's Twitter feed; and distribution to major media in Denmark, Finland, Norway & Sweden with translation to Norwegian & Swedish (based on 600 words in English)					
- Newspapers - Canada					
- approximate eighth page ad unit, on a weekday, placed once in The Globe and Mail					
- Newspapers - Europe					
- approximate eighth page ad units (most similar to Globe and Mail dimensions above), on a weekday (Mon-Thurs) placed once in the following:					
- <i>Aftenposten - Editorial/Text Pages</i>					
- <i>Göteborgs-Posten - Run of Paper (Main)</i>					
- <i>Svenska Dagbladet - Announcements section</i>					
- Digital and Social Media					
- Approximately 1.25 million impressions across Canada in English, and across Sweden and Norway (in Swedish or Norwegian, as appropriate), distributed across the Google Display Network alongside content related to finance, and via Post Media news websites (Canada, English only) using banner ads for 30 days					
- Bloomberg					
- Approximately 175,000 impressions across Canada, Germany, Norway, and Sweden placed on Bloomberg.com using banner ads for 30 days					
- Stockhouse					
- Featured newslink (100 character hyperlinked word ad) posted for four (4) days on Stockhouse.com					
- Translations					
- Print and digital ad content translations to Swedish and Norwegian					
<b>Sub-total of Media Campaign</b>				TBD	<b>\$58,457</b>
<b>Print/Mail Notice Packet to Proprietary Broker Database****</b>					
- Broker Mailing		550 units			
- Estimated Postage		550 units			
- Print Production Management		3 hrs			
- Subsequent Broker Packages Upon Request		TBD units			
- Estimated Postage		TBD units			
- Interface with Transfer Agents & Brokers		8 hrs			
<b>Sub-total of Print/Mail Notice Packet to Proprietary Broker Database****</b>					<b>TBD</b>
<b>SUB-TOTAL OF PROJECT SET UP AND MANAGEMENT</b>					<b>\$58,457</b>
CLAIMS ADMINISTRATION	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
<b>Email Campaign to Previously Registered Claimants</b>					
- Email Service		TBD units			
- Email Campaign Management		65 hrs			
- Estimated # of Bouncebacks		TBD units			
- Track/Manage Bouncebacks		5 hrs			
<b>SUB-TOTAL OF CLAIMS ADMINISTRATION</b>					<b>\$10,500</b>
<b>SUB-TOTAL ADMINISTRATION COSTS</b>					<b>\$68,957</b>
<b>Plus Estimated Postage*</b>					<b>\$0</b>
<b>TOTAL ESTIMATED COST**</b>					<b>\$68,957</b>

Administration Services Estimate  
Northland Securities  
Supplemental Estimate  
June 16, 2023



Michael Mooney; mmooney@ricepoint.com; +1-226-235-1611

**OTHER SERVICES AND OUT-OF-POCKET EXPENSES** **RATE PER UNIT**

**Other Services and Ad Hoc Reporting, as needed or requested** (standard hourly rates)  
**Other Charges and Out-of-Pocket Costs\*\*\*** (actual)

- \* Estimated Postage and Handling.
- \*\* Does not include applicable taxes.
- \*\*\* Includes, but is not limited to long distance calls, overnight shipping, photocopies, storage, PO Box rentals, broker fees, etc.
- \*\*\*\* Please note broker reimbursement requests are not included in this proposal and will incur as additional costs.

This Class Action Administration Services Estimate and the accompanying cover letter (together, the "Proposal") are valid for ninety days from 6/16/2023. After such period, RicePoint reserves the right to amend the Proposal (including, without limitation, by increasing fees and costs) or to withdraw the Proposal in its sole discretion.

All services to be provided to the undersigned (the "Client") and all fees and costs set forth in the Proposal are subject to the terms, specifications, assumptions and conditions set forth in the Proposal. The estimated fees and charges in the Proposal are based on certain information provided to RicePoint as well as significant assumptions. Accordingly, this estimate is not intended to limit RicePoint's actual fees and charges, which may be less or more than estimated due to the scope of actual services or changes to the underlying facts or assumptions.

RicePoint

\_\_\_\_\_  
BY: DATE:

TITLE:

Foreman & Company

\_\_\_\_\_  
BY: DATE:

TITLE:



## TERMS AND CONDITIONS

All services to be provided by RicePoint Administration Inc. (together with its affiliates, "RicePoint"), including services provided to Client as set forth in the attached Proposal, are subject to the following Terms and Conditions:

**1. SERVICES.** RicePoint agrees to provide the services set forth in the Proposal attached hereto as well as any additional services as directed by the Client (the "Services"). Capitalized terms not otherwise defined herein have the meanings given to such terms in the Proposal. RicePoint will often take direction from Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that RicePoint may rely upon, and Client agrees to be bound by, any directions, requests, advice or information provided by the Client Parties to the same extent as if such directions, requests, advice or information were provided by Client. Client agrees and understands that RicePoint shall not provide Client or any other party with any legal advice.

**2. PRICES, CHARGES AND PAYMENT.** RicePoint agrees to charge and Client agrees to pay, subject to the terms herein, RicePoint for its fees and expenses as set forth in the Proposal. Client acknowledges that any estimate in the Proposal is based on information provided by Client to RicePoint and actual fees and expenses may vary depending on the circumstances and length of the case. Notwithstanding the foregoing, where total expenses are expected to exceed \$10,000 in any single month, RicePoint may require advance payment from Client due and payable upon demand and prior to the performance of services. RicePoint's prices are inclusive of commission and other charges (but exclusive of harmonized sales taxes) and are generally adjusted periodically to reflect changes in the business and economic environment. RicePoint reserves the right to reasonably increase its prices, charges and rates annually. If any price increase exceeds 10%, RicePoint will give thirty (30) days written notice to Client. Client agrees to pay the reasonable out of pocket expenses incurred by RicePoint in connection with Services, including, but not limited to, transportation, lodging and meals. RicePoint agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt.

RicePoint agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Client further agrees to pay a late charge (the "Finance Charge"), calculated at a monthly rate of one and one-half percent (1-1/2%) (being an annual rate of eighteen percent (18%)) of the total amount unpaid. In the case of a dispute in the invoice amount, Client shall give written notice to RicePoint within twenty (20) days of receipt of the invoice by Client. Client agrees the Finance Charge is applicable to instances where RicePoint agreed to provide certain pre-settlement work while deferring the billing of said work until the settlement phase.

**3. FURTHER ASSURANCES.** Client agrees that it will use its best efforts to include provisions reasonably acceptable to RicePoint in any relevant court order, settlement agreement or similar document that provide for the payment of RicePoint's fees and expenses hereunder. No agreement to which RicePoint is not a party shall reduce or limit the full and prompt payment of RicePoint's fees and expenses as set forth herein and in the Proposal.

**4. RIGHTS OF OWNERSHIP.** The parties understand that the software programs and other materials furnished by RicePoint to Client and/or developed during the course of the performance of Services are the sole property of RicePoint. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by RicePoint.

**5. CONFIDENTIALITY.** Each of RicePoint and Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party (unless notice is prohibited by such order), release the required information. These provisions shall survive termination of Services.

**6. DOCUMENT RETENTION.** All data and records received in connection with the Services will be destroyed no later than six months after case closing, absent client agreement or legal requirement. Retention outside of RicePoint's standard schedule may result in additional storage charges to Client.

**7. BANK ACCOUNTS.** At Client's request, RicePoint shall be authorized to establish accounts with financial institutions as agent for Client or as otherwise agreed by the parties. All Client accounts established by RicePoint shall be segregated in the records of RicePoint and shall be deposit accounts of commercial banks with capital exceeding \$1 billion and an FIR rating of above Investment Grade or higher (each, an "Approved Bank"). Notwithstanding the foregoing, the parties may utilize any financial institution or electronic payment service provider specified in the Proposal in connection with the services to be provided hereunder, or as otherwise agreed to in writing, which institution or provider will be deemed an Approved Bank. In some

cases, RicePoint may derive financial benefits from financial institutions resulting from settlement funds and other moneys on deposit or invested with them including, for example, interest or discounts provided on certain banking services and service fees. The amounts held pursuant to these Terms and Conditions ("Amounts Held") are at the sole risk of Client and, without limiting the generality of the foregoing, RicePoint shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with an Approved Bank including any losses resulting from a default by the Approved Bank or other credit losses. RicePoint shall have no responsibility or liability for any claims or losses arising from or related to the delivery of electronic payments. It is acknowledged and agreed that RicePoint will have acted prudently in depositing the fund at any Approved Bank, and RicePoint is not required to make any further inquiries in respect of any such bank. The delivery of the Amount Held to RicePoint shall not give rise to a debtor-creditor or other similar relationship. It is acknowledged and agreed that RicePoint will have acted prudently in depositing the Amount Held at any Approved Bank, and that RicePoint is not required to make any further inquiries in respect of any such bank.

**8. TERMINATION.** The Services may be terminated by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of RicePoint that causes serious and material harm to Client, (ii) the failure of Client to pay RicePoint invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services where RicePoint reasonably believes it will not be paid. Termination of Services shall not relieve Client of its obligations to pay all fees and expenses incurred prior to such termination.

In the event that the Services are terminated, regardless of the reason for such termination, RicePoint shall reasonably coordinate with Client to maintain an orderly transfer of data, programs, storage media or other materials furnished by Client to RicePoint or received by RicePoint in connection with the Services. Client agrees to pay for such services in accordance with RicePoint's then existing prices for such services.

**9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION.** Client shall indemnify and hold RicePoint, its affiliates, shareholders, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to RicePoint's performance of the Services under the terms of applicable settlement documents, court orders, and the Client's direction. Such indemnification shall exclude Losses resulting from RicePoint's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. Client shall notify RicePoint in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that Client becomes aware of with respect to the Services provided by RicePoint.

Except as provided herein, RicePoint's liability to Client or any person making a claim through or under Client or in connection with Services for any Losses of any kind, even if RicePoint has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of RicePoint, shall be limited to the total amount billed to Client and actually paid to RicePoint for the Services. In no event shall RicePoint be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the Services. Except as expressly set forth herein, RicePoint makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. The provisions of this Section 8 shall survive termination of Services.

**10. FORCE MAJEURE.** RicePoint will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

**11. INDEPENDENT CONTRACTORS.** RicePoint is and shall be an independent contractor of Client and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.

**12. NOTICES.** All notices and requests hereunder shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited with Canada Post, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to

the appropriate address set forth in the Proposal or to such other address as the party to receive the notice or request so designates by written notice to the other.

**13. APPLICABLE LAW.** These Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario, without giving effect to any choice of law principles.

**14. ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY; BINDING EFFECT.** These Terms and Conditions, together with the Proposal delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Terms and Conditions may be modified only by a written instrument duly executed by the parties. All of the terms, agreements, covenants, representations, warranties and conditions of these Terms and Conditions are binding upon, and enure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns.



BRAD LUNDELL v. NORTHLAND RESOURCES S.A., et al.

Court File No.: CV-13-486111-00CP

Plaintiff

Defendants

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT TORONTO

Proceeding Under the *Class Proceedings Act, 1992*

**ORDER**  
**(Notice Approval – Claims Process)**

**FOREMAN & COMPANY  
PROFESSIONAL CORPORATION**  
4 Covent Market Place  
London, ON N6A 1E2

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Lawyers for the Plaintiff