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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

In re Silver Wheaton Corp.
Securities Litigation

Master File No: 2:15-cv-05146-CAS-PJWx
c/w: 2:15-cv-05173-CAS(PJWx)

STIPULATION OF SETTLEMENT

1 This Stipulation of Settlement (together with all Exhibits and Schedules
2 thereto, the “Stipulation”), dated as of February 10, 2020, which is entered into by
3 and among (i) Plaintiffs (defined herein), on their own behalf and on behalf of the
4 Settlement Class (defined herein), and (ii) Defendants Silver Wheaton Corp., Randy
5 V.J. Smallwood, Peter Barnes, and Gary Brown (collectively, the “Silver Wheaton
6 Defendants”), and Deloitte LLP (Canada) (“Deloitte”), by and through their
7 undersigned attorneys, states all of the terms of the settlement and resolution of this
8 matter by the Settling Parties (defined herein) and is intended by the Settling Parties
9 to fully and finally compromise, settle, release, resolve, discharge, and dismiss with
10 prejudice the Released Claims (defined herein) against the Released Persons
11 (defined herein), subject to the approval of the United States District Court for the
12 Central District of California.

13 Throughout this Stipulation, all terms used with initial capitalization, but not
14 immediately defined, shall have the meanings ascribed to them in Section 1 below.

15 **WHEREAS:**

16 **A. The Action**

17 In July 2015, Silver Wheaton Corp. (“Silver Wheaton” or the “Company”) announced that it had received a proposal letter from the Canada Revenue Agency (the “CRA”) proposing to reassess taxes for 2005-2010 under the transfer pricing provisions of the Income Tax Act (Canada) relating to income earned by Silver Wheaton’s Cayman Islands subsidiary (“SW Caymans”). Shortly thereafter, a securities class action was filed on behalf of all persons who purchased or acquired the securities of Silver Wheaton in the period between March 30, 2011 and July 6, 2015 (“Class Period”), excluding certain persons related to the Silver Wheaton Defendants, against the Silver Wheaton Defendants. Lead Plaintiff and lead counsel were duly appointed. On December 18, 2015, Lead Plaintiff and named plaintiffs filed a Consolidated Amended Class Action Complaint for Violation of the Federal Securities Laws against the Silver Wheaton Defendants (“FAC”). The FAC asserted

1 claims under Section 10(b) and 20(a) of the Securities Exchange Act of 1934 (the
2 “Exchange Act”) and Rule 10b-5 promulgated thereunder. The Silver Wheaton
3 Defendants moved to dismiss the FAC (“First MTD”), and in June 2016, the Court
4 denied the First MTD.

5 In October 2016, Plaintiffs moved to certify a Class of persons who
6 purchased Silver Wheaton securities in U.S. transactions during the Class Period,
7 again excluding certain persons linked to the Silver Wheaton Defendants. Plaintiffs
8 and the Silver Wheaton Defendants began class certification depositions in January
9 2017. The Silver Wheaton Defendants ultimately took the depositions of all seven
10 Plaintiffs as well as of Plaintiffs’ expert, Dr. Steven Feinstein, while Plaintiffs took
11 the deposition of the Silver Wheaton Defendants’ expert, Dr. Allan W. Kleidon. In
12 May 2017, the Court granted Plaintiffs’ motion for class certification.

13 At the same time, Plaintiffs and the Silver Wheaton Defendants proceeded to
14 fact discovery. Plaintiffs and the Silver Wheaton Defendants negotiated both a
15 protective order that would govern confidentiality in the case and a protocol
16 governing production of electronically stored information. Plaintiffs and the Silver
17 Wheaton Defendants negotiated the search terms that would be used to identify
18 documents for review. Plaintiffs also filed a successful motion to compel.

19 The parties produced documents pursuant to duly served Requests for
20 Production of Documents. In response to the Requests for Production of
21 Documents, the Silver Wheaton Defendants ultimately produced more than 700,000
22 pages of documents, and Deloitte produced more than 50,000 pages of documents,
23 all of which Plaintiffs reviewed, categorized, and, where necessary, analyzed and
24 placed in the context of this Action. Plaintiffs also served 27 interrogatories and 174
25 requests for admission on Defendants.

26 Plaintiffs also sought third-party discovery from Silver Wheaton advisors
27 PricewaterhouseCoopers LLP (Canada) (“PwC”) and Deloitte. The Court granted
28 Plaintiffs’ opposed motions seeking letters rogatory compelling PwC and Deloitte

1 to produce documents and sit for depositions. Plaintiffs moved to enforce the letters
2 rogatory, ultimately negotiated a favorable resolution with PwC, and at a hearing
3 obtained an order enforcing the letters rogatory against Deloitte. In response to the
4 letters rogatory, Deloitte and PwC collectively produced nearly 10,000 pages of
5 documents.

6 Having received the first batches of the Silver Wheaton Defendants’
7 production, Plaintiffs noticed Silver Wheaton’s deposition pursuant to Federal Rule
8 of Civil Procedure 30(b)(6). Silver Wheaton representatives ultimately sat for four
9 days of depositions in September and October 2017. These depositions also doubled
10 as partial depositions of the four individual representatives. Plaintiffs also took the
11 first day of their two-day deposition of PwC, as well as the deposition of U.S.-based
12 former Deloitte partner and former Silver Wheaton employee Amy Cheema in
13 December 2017 and January 2018, respectively.

14 In January 2018, Plaintiffs moved for leave to file a second amended
15 complaint adding Deloitte as a Defendant, and in March 2018, the Court granted
16 Plaintiffs’ motion. On April 12, 2018, Plaintiffs filed a second amended complaint
17 (the “SAC”). The SAC alleged that Silver Wheaton’s Class Period financial
18 statements were false and misleading under GAAP (for FY 2010) and IFRS (FY
19 2011-14) because the Company purportedly should have either: (i) recorded “a tax
20 position liability” because it was “more likely than not” that its transfer pricing did
21 not comply with Canadian law and Silver Wheaton would incur a material future
22 tax liability, or, alternatively, (ii) the Company should have disclosed a contingent
23 liability for future taxes purportedly owed because the likelihood of ultimate tax
24 liability was “not remote.”

25 Deloitte and the Silver Wheaton Defendants then each filed a motion to
26 dismiss the SAC (“Second MTDs”). Defendants’ filing of the Second MTDs
27 automatically reinstated the Private Securities Litigation Reform Act (“PSLRA”)
28 discovery stay.

1 In September 2018, after the Second MTDs were fully briefed, the Tax Court
2 of Canada released a 293-page decision reversing reassessments issued by the CRA
3 to another Canadian corporation, Cameco Corporation (“Cameco”), in an action
4 styled *Cameco Corporation v. The Queen* (“*Cameco*”). Because the *Cameco* case
5 also involved transfer pricing issues under the Income Tax Act (Canada) concerning
6 income earned by a foreign subsidiary, the Silver Wheaton Defendants submitted a
7 Notice of Supplemental Authority concerning the *Cameco* decision.

8 Shortly before the December 2018 hearing on the Second MTDs, Silver
9 Wheaton announced that it had reached a settlement with the CRA that resolved its
10 pending tax appeal of the reassessments issued for taxation years 2005-2010 (the
11 “CRA Settlement”). The Silver Wheaton Defendants brought the CRA Settlement
12 to the Court’s attention and at the December 2018 hearing, Defendants sought leave
13 to file supplemental briefs addressing the CRA Settlement’s impact on the Second
14 MTDs. Defendants then filed their supplemental briefs, and Plaintiffs their
15 supplemental opposition. In March 2019, the Court denied the Second MTDs.

16 The parties, now including Deloitte, resumed discovery. Plaintiffs and
17 Deloitte negotiated the scope of Deloitte’s production in response to Plaintiffs’
18 requests for production, the search terms Deloitte would employ to find responsive
19 documents, and the search protocol Deloitte would use to identify locations
20 containing responsive documents. Deloitte began producing documents.

21 **B. The Settlement**

22 In October 2017, Plaintiffs and the Silver Wheaton Defendants, at that time
23 the only parties, held an all-day mediation before the Hon. Layn R. Phillips (ret.),
24 an experienced mediator and former federal judge. The mediation was unsuccessful.

25 On December 4, 2019, Plaintiffs, the Silver Wheaton Defendants, and
26 Deloitte held an all-day mediation before Judge Phillips. At that time, the Settling
27 Parties agreed to settle all claims raised in this Action for \$41,500,000.
28

1 This Stipulation memorializes the agreement between the Settling Parties to
2 fully and finally settle the Action and to fully release the Released Persons with
3 respect to the Released Claims, including all claims asserted against the Defendants
4 in this Action, and to dismiss such claims with prejudice in return for specified
5 consideration.

6 **C. Defendants’ Denial Of Wrongdoing And Liability**

7 Defendants enter into this Stipulation solely to eliminate the uncertainties,
8 burden and expense of further litigation. Nothing in this Stipulation shall be
9 construed as any admission by any Defendant or any Released Person of any
10 wrongdoing, fault, liability, or damages whatsoever. The Defendants expressly
11 have denied and continue to deny all charges of wrongdoing or liability against
12 them arising out of any of the conduct, statements, acts or omissions alleged, or that
13 could have been alleged, in this Litigation (defined herein). The Defendants also
14 have denied and continue to deny, inter alia, the allegations that Plaintiffs or
15 Settlement Class Members have suffered damage or were otherwise harmed by the
16 conduct alleged in this Litigation. The Defendants have asserted and continue to
17 assert that Silver Wheaton’s financial statements complied with all applicable
18 accounting standards and that none of their statements were materially misleading
19 or omitted to disclose any required material facts. The Defendants have asserted
20 and continue to assert that, at all times, they acted in good faith and in a manner
21 reasonably believed to be in accordance with all applicable rules, regulations and
22 laws. The Defendants have asserted and continue to assert that, at all times, Deloitte
23 complied with U.S. and Canadian Generally Accepted Accounting Principles
24 (“GAAP”), International Financial Reporting Standards (“IFRS”), International
25 Accounting Standards (“IAS”), Canadian Generally Accepted Auditing Standards
26 (“GAAS”), Public Company Accounting Oversight Board (“PCAOB”) standards
27 and rules, Securities and Exchange Commission (“SEC”) standards and rules, and
28 any other applicable accounting and/or auditing standards and rules.

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D. Claims of Plaintiffs And Benefits Of Settlement

Plaintiffs believe that the claims asserted in the Action have merit. Plaintiffs, however, recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and appeals. Plaintiffs also have taken into account the uncertain outcome and the risk of any litigation. In particular, Plaintiffs have considered the challenges and expense of conducting further discovery (which would almost entirely take place in Canada), the risks of surviving Defendants’ anticipated motions for summary judgment, the risk that the CRA Settlement and any further proceedings in Silver Wheaton’s appeal of the Reassessment would impair Plaintiffs’ position at both summary judgment and trial, as well as the risk and expense associated with potential appeals even if Plaintiffs were successful in their claims. Plaintiffs have therefore determined that the Settlement set forth in this Stipulation is fair, adequate, reasonable, and in the best interests of the Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, for themselves and on behalf of the Settlement Class, and Defendants, by and through their respective undersigned counsel that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Settling Parties from the Settlement set forth herein, the Action and the Released Claims as against the Released Persons shall be finally and fully compromised, settled and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Stipulation, as follows.

1 **1. Definitions**

2 In addition to the terms defined above, the following capitalized terms, used
3 in this Stipulation, shall have the meanings specified below:

4 **1.1.** “Action” or “Litigation” means the putative class action
5 captioned *In re Silver Wheaton Corp. Securities Litigation*, Case No. 15-cv-5146-
6 CAS-PJWx, pending in the United States District Court for the Central District of
7 California, and including all cases consolidated therein.

8 **1.2.** “Administrative Costs” means all costs and expenses associated
9 with providing notice of the Settlement to the Class and otherwise administering or
10 carrying out the terms of the Settlement. Such costs may include, without limitation:
11 escrow agent costs, the costs of creating and administering a plan of allocation, the
12 costs of publishing summary notice, the costs of printing and mailing the full Notice
13 and Proof of Claim, and the costs of reviewing and processing Proofs of Claim, as
14 directed by the Court. Such costs do not include legal fees.

15 **1.3.** “Authorized Claimant” means any Settlement Class Member
16 who is a Claimant and whose Proof of Claim has been allowed pursuant to the terms
17 of this Stipulation, the exhibits hereto, and any order of the Court.

18 **1.4.** “Claimant” means any Settlement Class Member who files a
19 Proof of Claim in such form and manner, and within such time, as the Court shall
20 prescribe, and does not withdraw it.

21 **1.5.** “Claims” means any and all manner of claims, demands, rights,
22 actions, potential actions, causes of action, liabilities, duties, damages, losses,
23 diminutions in value, obligations, agreements, suits, fees, attorneys’ fees, expert or
24 consulting fees, debts, expenses, costs, sanctions, judgments, decrees, matters,
25 issues and/or controversies of any kind or nature whatsoever, whether known or
26 unknown, contingent or absolute, liquidated or not liquidated, accrued or
27 unaccrued, suspected or unsuspected, disclosed or undisclosed, apparent or not
28 apparent, foreseen or unforeseen, matured or not matured, which now exist, or

1 heretofore or previously existed, or may hereafter exist, including, but not limited
2 to, any claims arising under federal, state, common law, statute, rule, or regulation,
3 whether individual, class, direct, derivative, representative, on behalf of others,
4 legal, equitable, or of any other type or in any other capacity.

5 **1.6.** “Claims Administrator” means Strategic Claims Services,
6 which shall administer the Settlement.

7 **1.7.** “Court” means the United States District Court for the Central
8 District of California.

9 **1.8.** “Defendants” means Silver Wheaton, Randy V.J. Smallwood,
10 Peter Barnes, Gary Brown, and Deloitte.

11 **1.9.** “Defendants’ Counsel” means Wilson Sonsini Goodrich &
12 Rosati P.C. and Gibson, Dunn & Crutcher LLP.

13 **1.10.** “Deloitte Settlement Class” means: all persons and entities who
14 purchased the publicly traded securities of Silver Wheaton Corp. (i) on a United
15 States exchange, or (ii) in a transaction in the United States, during the period from
16 March 30, 2011 to July 6, 2015, inclusive, and did not sell such securities prior to
17 July 6, 2015. Excluded from the Deloitte Settlement Class are Defendants, all
18 present and former officers and directors of Silver Wheaton and any subsidiary
19 thereof, Deloitte and all of its present and former partners, members of all such
20 excluded persons’ families and their legal representatives, heirs, successors or
21 assigns and any entity which such excluded persons controlled or in which they
22 have or had a controlling interest.

23 **1.11.** “Effective Date” means the first date by which all of the events
24 and conditions specified in ¶10.3 of this Stipulation have been met and have
25 occurred or have been waived.

26 **1.12.** “Escrow Account” means an interest-bearing escrow account
27 established by the Escrow Agent or its appointed agent. The Escrow Account shall
28 be managed by the Escrow Agent, subject to the Court’s supervisory authority, for

1 the benefit of Plaintiffs and the Settlement Class in accordance with the terms of
2 the Stipulation.

3 **1.13.** The “Escrow Agent” is Huntington National Bank. The Escrow
4 Agent shall perform the duties as set forth in this Stipulation.

5 **1.14.** “Final” when referring to the Final Judgment means: (i) if no
6 appeal is filed, the day after the date of expiration of any time for appeal of the Final
7 Judgment under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) calendar
8 days after entry of the Final Judgment, and (ii) if an appeal is filed, (a) the day after
9 the date of final dismissal of all such appeals, or the final dismissal of any
10 proceeding on certiorari or otherwise, or (b) the day after the Final Judgment is
11 upheld on appeal or review in all material respects, and is not subject to further
12 review on appeal or by certiorari or otherwise; provided, however, that any dispute
13 or appeals relating solely to the amount, payment or allocation of attorneys’ fees
14 and expenses, Plaintiffs’ service awards as approved by the Court for
15 reimbursement of their reasonable costs and expenses (including lost wages)
16 directly related to the representation of the class, the Plan of Allocation, or the
17 provisions of ¶¶6.1 and 6.2 of this Stipulation shall have no effect on finality for
18 purposes of determining the date on which the Final Judgment becomes Final and
19 shall not in any way delay or preclude a judgment from becoming Final.

20 **1.15.** “Final Judgment” means the order and judgment to be entered
21 by the Court approving the Settlement, materially in the form attached hereto as
22 Exhibit B.

23 **1.16.** “Individual Defendants” mean Randy V.J. Smallwood, Peter
24 Barnes, and Gary Brown.

25 **1.17.** “Internet Notice” means the “Internet Notice of Pendency and
26 Proposed Settlement of Class Action,” to be published substantially in the form
27 attached hereto as Exhibit A-1.
28

1 **1.18.** “Net Settlement Fund” means the Settlement Fund (defined
2 below) less: (i) Court-awarded attorneys’ fees and expenses; (ii) Notice and
3 Administrative Costs; (iii) Taxes (defined below); and (iv) any other fees or
4 expenses approved by the Court.

5 **1.19.** “Notice” means the publication of the Internet Notice and
6 Summary Notice and the mailing of the Postcard Notice.

7 **1.20.** “Opt-Out” means any one of, and “Opt-Outs” means all of, any
8 Persons who otherwise would be Settlement Class Members and have timely and
9 validly requested exclusion from the Settlement Class in accordance with the
10 provisions of the Preliminary Approval Order and the Notice given pursuant
11 thereto, and have not withdrawn their request for exclusion.

12 **1.21.** “Person” means individual, corporation, fund, limited liability
13 corporation, professional corporation, limited liability partnership, partnership,
14 limited partnership association, joint stock company, estate, legal representative,
15 trust, unincorporated association, and any business or legal entity and their spouses,
16 heirs, predecessors, successors, representatives, or assigns.

17 **1.22.** “Plaintiffs” means Class Representatives Thomas Bartsch,
18 Jędrzej Borowczyk, Larry Brandow, Diana Choi, Joe Elek, Ben Potaracke, and
19 Charles Remmel.

20 **1.23.** “Plaintiffs’ Counsel” means The Rosen Law Firm, P.A.

21 **1.24.** “Plan of Allocation” means a plan or formula for allocating the
22 Net Settlement Fund to Authorized Claimants after payment of Administrative
23 Costs, Taxes and Tax Expenses, and such attorneys’ fees, costs and expenses as
24 may be awarded by the Court.

25 **1.25.** “Postcard Notice” means the “Postcard Notice of Proposed
26 Settlement of Class Action and Settlement Fairness Hearing, and Motion for
27 Attorneys’ Fees and Reimbursement of Expenses,” to be mailed substantially in the
28 form attached hereto as Exhibit A-4.

1 **1.26.** “Preliminary Approval Order” means the proposed order
2 preliminarily approving the Settlement and directing notice thereof to the
3 Settlement Class, substantially in the form attached hereto as Exhibit A.

4 **1.27.** “Proof of Claim” means the Proof of Claim to be submitted by
5 Claimants, substantially in the form attached hereto as Exhibit A-2.

6 **1.28.** “Released Claims” means any and all Claims (including
7 Unknown Claims), rights, demands, obligations, damages, actions or causes of
8 action, or liabilities whatsoever, of every nature and description, whether known or
9 unknown, whether arising under federal, state, common or foreign law or
10 regulation, that have been, could have been, or in the future can or might be asserted
11 by any member of the Settlement Class, or their successors, assigns, executors,
12 administrators, representatives, attorneys, and agents, in their capacities as such,
13 against the Released Persons arising out of, relating to, or in connection with both
14 (a) the purchase, acquisition, holding, sale or other disposition of publicly traded
15 Silver Wheaton securities on a United States exchange or in a U.S. transaction
16 during the Class Period and (b) the acts, facts, events, transactions, occurrences,
17 statements, representations or omissions that were or could have been alleged or
18 asserted by Plaintiffs or any member of the Settlement Class in the Action or in any
19 other action in any court or forum. For avoidance of doubt, the term “Released
20 Claims” does not include any claims arising out of, relating to, or in connection
21 with the purchase, acquisition, holding, sale or other disposition of Silver Wheaton
22 securities on a non-U.S. exchange or in a non-U.S. transaction. To the extent that a
23 person or entity purchased, held, sold, or otherwise disposed of Silver Wheaton
24 securities on both U.S. and non-U.S. exchanges during the Class Period, the term
25 “Released Claims” extends only to those transactions involving publicly traded
26 Silver Wheaton securities purchased, held, sold, or otherwise disposed of on a U.S.
27 exchange or in a U.S. transaction. The term “Released Claims” also does not include
28 any claims to enforce this Settlement.

1 **1.29.** “Released Persons” means the Defendants, their present and
2 former parents, subsidiaries, divisions, departments, affiliates, stockholders,
3 partners, officers, directors, employees, agents, insurers, co-insurers, reinsurers,
4 accountants, auditors, financial advisors, investment bankers, underwriters,
5 attorneys (including Defendants’ Counsel), transfer pricing consultants, assigns,
6 spouses, heirs, or any entity in which any Defendant has a controlling interest, any
7 member of any Individual Defendant’s immediate family, or any trust of which any
8 Individual Defendant is the settler or which is for the benefit of any individual
9 defendant and/or member(s) of his family (and the predecessors, successors,
10 administrators and assigns of each of the foregoing).

11 **1.30.** “Releasing Parties” means the Plaintiffs, each and every
12 member of the Settlement Class and each of their respective parent entities,
13 associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys,
14 heirs, representatives, joint tenants, tenants in common, beneficiaries,
15 administrators, executors, insurers, devisees, legatees, and estates.

16 **1.31.** “Settlement” means the settlement contemplated by this
17 Stipulation.

18 **1.32.** “Settlement Amount” means the sum of \$41,500,000 in cash to
19 be paid pursuant to ¶2.1 of this Stipulation.

20 **1.33.** “Settlement Class” means the Silver Wheaton Class together
21 with the Deloitte Settlement Class.

22 **1.34.** “Silver Wheaton Class” means: all persons and entities who
23 purchased the publicly traded securities of Silver Wheaton Corp. (i) on a United
24 States exchange or (ii) in a transaction in the United States, during the period from
25 March 30, 2011 to July 6, 2015, inclusive, and did not sell such securities prior to
26 July 6, 2015. Excluded from the Class are Defendants, all present and former
27 officers and directors of Silver Wheaton and any subsidiary thereof, Deloitte and
28 all of its present and former partners, members of all such excluded persons’

1 families and their legal representatives, heirs, successors or assigns and any entity
2 which such excluded persons controlled or in which they have or had a controlling
3 interest.

4 **1.35.** “Settlement Class Member” means any person who is a member
5 of the Settlement Class.

6 **1.36.** “Settlement Hearing” or “Final Settlement Hearing” means the
7 hearing at or after which the Court will make a final decision pursuant to Rule 23
8 of the Federal Rules of Civil Procedure as to whether the Settlement contained in
9 the Stipulation is fair, reasonable and adequate, and therefore should receive final
10 approval from the Court.

11 **1.37.** “Settling Party” means any one of, and “Settling Parties” means
12 all of, the parties to the Stipulation, namely Defendants and Plaintiffs, on behalf of
13 themselves and the Settlement Class.

14 **1.38.** “Summary Notice” means the notice of the proposed Settlement
15 which shall be published in *Investors’ Business Daily* substantially in the form
16 attached hereto as Exhibit A-3.

17 **1.39.** “Unknown Claims” shall mean any and all claims, demands,
18 rights, liabilities, and causes of action of every nature and description which any
19 Settlement Class Member does not know or suspect to exist in his, her or its favor
20 at the time of the release of the Released Persons which, if known by him, her or it,
21 might have affected his, her or its settlement with and release of the Released
22 Persons, or might have affected his, her or its decision not to opt-out or object to
23 this Settlement. With respect to any and all Released Claims, the Settling Parties
24 stipulate and agree that, upon the Effective Date, the Plaintiffs shall expressly
25 waive, and each of the Settlement Class Members shall be deemed to have waived,
26 and by operation of the Final Judgment shall have waived, the provisions, rights
27 and benefits of California Civil Code § 1542, which provides:

28 A general release does not extend to claims that the creditor or releasing party
does not know or suspect to exist in his or her favor at the time of executing

1 the release and that, if known by him or her, would have materially affected
2 his or her settlement with the debtor or released party.

3 Plaintiffs shall expressly waive and each of the Settlement Class Members shall be
4 deemed to have, and by operation of the Final Judgment shall have, expressly
5 waived any and all provisions, rights and benefits conferred by any law of any state,
6 territory, foreign country or principle of common law, which is similar, comparable
7 or equivalent to California Civil Code § 1542. Plaintiffs and/or one or more
8 Settlement Class Members may hereafter discover facts in addition to or different
9 from those which he, she or it now knows or believes to be true with respect to the
10 subject matter of the Released Claims, but the Plaintiffs shall expressly fully, finally
11 and forever settle and release, and each Settlement Class Member, upon the
12 Effective Date, shall be deemed to have, and by operation of the Final Judgment
13 shall have, fully, finally and forever settled and released, any and all Released
14 Claims, known or unknown, suspected or unsuspected, contingent or non-
15 contingent, which now exist, or heretofore have existed, including, but not limited
16 to, conduct which is negligent, intentional, with or without malice, or a breach of
17 fiduciary duty, law or rule, without regard to the subsequent discovery or existence
18 of such different or additional facts. The Plaintiffs acknowledge, and the Settlement
19 Class Members shall be deemed by operation of the Final Judgment to have
20 acknowledged, that the foregoing waiver was separately bargained for and a key
21 element of the Settlement of which this release is a part.

22 **2. The Settlement Consideration**

23 **2.1.** In consideration for the promises and obligations contained
24 herein and the full and final release, settlement and discharge of all Released Claims
25 against the Released Persons, the Settling Parties have agreed that, subject to the
26 terms of the Stipulation, Defendants shall pay or cause to be paid the Settlement
27 Amount into the Escrow Account, under the control of the Escrow Agent, within
28 twenty-eight (28) calendar days from the date by which both a) Defendants have

1 received a W-9 and payment instructions from Plaintiffs, and b) entry of the
2 Preliminary Approval Order. The funds transferred to the Escrow Account pursuant
3 to this paragraph, and any interest earned thereon, are referred to as the “Settlement
4 Fund.”

5 **2.2.** The amounts of Defendants’ respective contributions to the
6 Settlement Amount are set forth in a separate Confidential Agreement Regarding
7 Contribution Among Defendants (the “Contribution Agreement”). The
8 Contribution Agreement shall not be filed with the Court.

9 **2.3.** Under no circumstances will Defendants be required to pay
10 more than the Settlement Amount pursuant to this Stipulation and the Settlement
11 for any reason whatsoever, including, without limitation, as compensation to any
12 Settlement Class Member or in payment of any fees or expenses incurred by any
13 Settlement Class Member or Plaintiffs’ Counsel.

14 **2.4.** With the sole exception of Defendants’ obligation to secure
15 payment of the Settlement Amount into the Escrow Account, provided for in ¶2.1,
16 and Silver Wheaton’s obligation pursuant to ¶5.2, Defendants and Defendants’
17 Counsel shall have no responsibility for, interest in, or liability whatsoever with
18 respect to: (i) any act, omission, or determination by class counsel or the Claims
19 Administrator, or any of their respective designees, in connection with the
20 administration of the Settlement or otherwise; (ii) the management, investment, or
21 distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the
22 determination, administration, calculation, or payment of any claims asserted
23 against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the
24 Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or
25 costs incurred in connection with the taxation of the Settlement Fund, distributions,
26 or other payments from the Escrow Account, or the filing of any federal, state, or
27 local returns.

28 **3. Handling And Disbursement Of Funds By The Escrow Agent**

1 **3.1.** No monies will be disbursed from the Settlement Fund until
2 after the Effective Date except:

3 (a) As provided in ¶3.4 below;

4 (b) As provided in ¶10.9 below, if applicable;

5 (c) As provided in ¶8.2 below; and

6 (d) To pay Taxes and Tax Expenses (as defined in ¶4.1 below) on
7 the income earned by the Settlement Fund. Taxes and Tax Expenses shall be paid
8 out of the Settlement Fund and shall be considered to be a cost of administration of
9 the Settlement and shall be timely paid by the Escrow Agent without prior order of
10 the Court.

11 **3.2.** The Escrow Agent may invest any funds (other than security
12 interests in assets) deposited into the Settlement Fund in short term instruments
13 backed by the full faith and credit of the United States Government or fully insured
14 by the United States Government or an agency thereof, and may reinvest the
15 proceeds of these instruments as they mature in similar instruments at their then-
16 current market rates. Defendants, Defendants' Counsel and the Released Persons
17 shall have no responsibility for, interest in, or any liability whatsoever with respect
18 to any investment decision executed by the Escrow Agent. The Settlement Fund
19 shall bear all risks related to the investments of the Settlement Amount in
20 accordance with the guidelines set forth in this paragraph.

21 **3.3.** The Escrow Agent shall not disburse the Settlement Fund except
22 as provided in this Stipulation or by an order of the Court.

23 **3.4.** At any time after the Court grants preliminary approval of the
24 Settlement, the Escrow Agent may, without further approval from Defendants or
25 the Court, disburse at the direction of Plaintiffs' Counsel up to \$2,000,000.00 from
26 the Settlement Fund prior to the Effective Date to pay the Administrative Costs.

27 **4. Taxes**

28

1 **4.1.** Plaintiffs’ Counsel has structured the Settlement Fund so that it
2 will be at all times a “qualified settlement fund” within the meaning of Treasury
3 Regulation § 1.468B-1. The Settling Parties agree to treat it as such. In addition,
4 Plaintiffs’ Counsel or its designee shall timely make such elections as necessary or
5 advisable to carry out the provisions of this ¶4.1, including the “relation-back
6 election” (as defined in Treasury Regulation § 1.468B-1) back to the earliest
7 permitted date. Such elections shall be made in compliance with the procedures and
8 requirements contained in such regulations. It shall be the responsibility of
9 Plaintiffs’ Counsel or its designee to timely and properly prepare and deliver the
10 necessary documentation for signature by all necessary parties, and thereafter to
11 cause the appropriate filing to occur.

12 **(a)** For purposes of § 468B of the Internal Revenue Code of 1986,
13 as amended, and Treasury Regulation § 1.468B-2(k)(3) promulgated thereunder,
14 the “administrator” shall be Plaintiffs’ Counsel or its designee. Plaintiffs’ Counsel
15 or its designee shall timely and properly file all informational and other tax returns
16 necessary or advisable with respect to the Settlement Fund (including without
17 limitation the returns described in Treasury Regulation § 1.468B-2(k)). Such returns
18 (as well as the election described in this ¶4.1) shall be consistent with this ¶4.1 and
19 in all events shall reflect that all Taxes (including any estimated Taxes, interest or
20 penalties) on the income earned by the Settlement Fund shall be paid out of the
21 Settlement Fund as provided in this Stipulation.

22 **(b)** All Taxes (including any estimated Taxes, interest or penalties)
23 arising with respect to the income earned by the Settlement Fund, including any
24 Taxes or tax detriments that may be imposed upon Defendants or Defendants’
25 Counsel with respect to any income earned by the Settlement Fund for any period
26 during which the Settlement Fund does not qualify as a “qualified settlement fund”
27 for federal or state income tax purposes (“Taxes”), and expenses and costs incurred
28 in connection with the operation and implementation of this ¶4.1 (including,

1 without limitation, expenses of tax attorneys and/or accountants and mailing and
2 distribution costs and expenses or penalties relating to filing (or failing to file) the
3 returns described in this ¶4.1) (“Tax Expenses”), shall be paid out of the Settlement
4 Fund, as appropriate. Defendants and Defendants’ Counsel shall have no liability
5 or responsibility for the Taxes or the Tax Expenses. Taxes and Tax Expenses shall
6 be treated as, and considered to be, a cost of administration of the Settlement and
7 shall be timely paid out of the Settlement Fund without prior order from the Court.
8 The Escrow Agent shall be obligated (notwithstanding anything herein to the
9 contrary) to withhold from distribution to Authorized Claimants any funds
10 necessary to pay such amounts, including the establishment of adequate reserves
11 for any Taxes and Tax Expenses (as well as any amounts that may be withheld
12 under Treasury Regulation § 1.468B-2(1)(2)). Defendants, Defendants’ Counsel
13 and the Released Persons shall have no responsibility for, interest in, or any liability
14 whatsoever with respect to the foregoing provided in this ¶4.1. The Settling Parties
15 agree to cooperate with each other, and their tax attorneys and accountants, to the
16 extent reasonably necessary to carry out the provisions of this ¶4.1.

17 **5. Preliminary Approval Order, Notice Order, And Settlement**
18 **Hearing**

19 **5.1.** Plaintiffs’ Counsel shall submit this Stipulation and its exhibits
20 to the Court and shall apply for preliminary approval of the Settlement set forth in
21 this Stipulation, entry of a preliminary approval order, and approval for the
22 publication of the Internet Notice and Proof of Claim, substantially in the form of
23 Exhibits A, A-1 and A-2, and the mailing of the Postcard Notice, substantially in
24 the form of Exhibit A-4. The Internet Notice (Exhibit A-1) shall include the general
25 terms of the Settlement and the provisions of the Plan of Allocation, and shall set
26 forth the procedure by which recipients of the Notice may object to the Settlement
27 or the Plan of Allocation or request to be excluded from the Settlement Class. The
28 date and time of the Settlement Hearing shall be added to the Postcard Notice

1 (Exhibit A-4) before it is mailed or otherwise provided to Settlement Class
2 Members.

3 **5.2.** To assist in dissemination of the Notice, Silver Wheaton shall
4 provide, or cause to be provided, to Plaintiffs' Counsel or the Claims Administrator,
5 at no cost to Plaintiffs, within fourteen (14) calendar days after the Court signs an
6 order preliminarily approving the settlement, transfer records in electronic
7 searchable form, such as Excel, containing the names and addresses of Persons who
8 purchased or otherwise acquired Silver Wheaton common stock during the Class
9 Period.

10 **5.3.** At the time of the submission described in ¶5.1 hereof, the
11 Settling Parties, through their counsel, shall jointly request that, after the Notice is
12 provided, the Court hold the Settlement Hearing and (i) approve the Settlement as
13 set forth herein and (ii) enter judgment substantially in the form of Exhibit B hereto,
14 as promptly after the Settlement Hearing as possible.

15 **6. Releases And Covenants Not To Sue**

16 **6.1.** Upon the Effective Date, as defined in ¶1.11 hereof, the
17 Releasing Parties, on behalf of themselves, their successors and assigns, and any
18 other Person claiming (now or in the future) through or on behalf of them, regardless
19 of whether any such Releasing Party ever seeks or obtains by any means, including
20 without limitation by submitting a Proof of Claim, any disbursement from the
21 Settlement Fund, shall be deemed to have, and by operation of the Final Judgment
22 shall have, fully, finally, and forever released, relinquished, and discharged all
23 Released Claims against the Released Persons and shall have covenanted not to sue
24 the Released Persons with respect to all such Released Claims, and shall be
25 permanently barred and enjoined from asserting, commencing, prosecuting,
26 instituting, assisting, instigating, or in any way participating in the commencement
27 or prosecution of any action or other proceeding, in any forum, asserting any
28 Released Claim, either directly, representatively, derivatively, or in any other

1 capacity, against any of the Released Persons. Nothing contained herein shall,
2 however, bar the Releasing Parties from bringing any action or claim to enforce the
3 terms of this Stipulation or the Final Judgment.

4 **6.2.** Upon the Effective Date, as defined in ¶1.11 hereof, Defendants,
5 on behalf of themselves, their heirs, executors, predecessors, successors and
6 assigns, shall be deemed to have, and by operation of the Final Judgment shall have,
7 fully, finally, and forever released, relinquished, and discharged the Plaintiffs,
8 Settlement Class Members and Plaintiffs' Counsel from all Claims which arise out
9 of, concern or relate to the institution, prosecution, settlement or dismissal of the
10 Action (the "Defendants' Released Claims"), and shall be permanently enjoined
11 from prosecuting the Defendants' Released Claims against the Plaintiffs, Settlement
12 Class Members and Plaintiffs' Counsel. Nothing contained herein shall, however,
13 bar the Defendants or any Released Person from bringing any action or claim to
14 enforce the terms of this Stipulation or the Final Judgment.

15 **7. Administration And Calculation Of Claims, Final Awards And**
16 **Supervision And Distribution Of The Settlement Fund**

17 **7.1.** Under the supervision of Plaintiffs' Counsel, acting on behalf
18 of the Settlement Class, and subject to such supervision and direction of the Court
19 as may be necessary or as circumstances may require, the Claims Administrator
20 shall administer and calculate the claims submitted by Settlement Class Members
21 and shall oversee distribution of the Net Settlement Fund (as defined below) to
22 Authorized Claimants.

23 **7.2.** The Settlement Fund shall be applied as follows:

24 (a) To pay the Taxes and Tax Expenses described in ¶4.1
25 above;

26 (b) To pay Administrative Costs;

1 (c) To pay Plaintiffs’ Counsel’s attorneys’ fees and expenses
2 (the “Fee and Expense Award”), and to pay Plaintiffs’ service awards, to the extent
3 allowed by the Court; and

4 (d) To distribute the balance of the Settlement Fund, that is,
5 the Settlement Fund less the items set forth in ¶7.2(a), (b), and (c) hereof (the “Net
6 Settlement Fund”), to the Authorized Claimants as allowed by this Stipulation, the
7 Plan of Allocation, or the Court.

8 **7.3.** Upon and after the Effective Date, and in accordance with the
9 terms of the Plan of Allocation or such further approval and further order(s) of the
10 Court as may be necessary or as circumstances may require, the Net Settlement
11 Fund shall be distributed to Authorized Claimants subject to and in accordance with
12 the Plan of Allocation set forth in the Notice. The Net Settlement Fund shall be
13 distributed to Authorized Claimants by the Claims Administrator upon application
14 to the Court by Plaintiffs’ Counsel for a settlement class distribution order only after
15 all of the following having occurred: (i) the Effective Date; (ii) all claims have been
16 processed, and all Claimants whose claims have been rejected or disallowed, in
17 whole or in part, have been notified and provided the opportunity to be heard
18 concerning such rejection or disallowance; (iii) all objections with respect to all
19 rejected or disallowed claims have been resolved by the Court, and all appeals
20 therefrom have been resolved or the time therefor has expired; (iv) all matters with
21 respect to Attorneys’ Fees and Expenses, costs, and disbursements have been
22 resolved by the Court, and all appeals therefrom have been resolved or the time
23 therefor has expired; and (v) all costs of administration have been paid.

24 **7.4.** Defendants and Defendants’ Counsel shall have no
25 responsibility for, interest in, or liability whatsoever with respect to the
26 administration of the Settlement or the actions or decisions of the Claims
27 Administrator and shall have no liability to the Settlement Class in connection with
28 such administration.

1 **7.5.** This is not a claims-made settlement, and if all conditions of the
2 Stipulation are satisfied and the Final Judgment becomes Final, no portion of the
3 Settlement Fund will be returned to Defendants. Neither Defendants nor
4 Defendants' Counsel shall have any responsibility for, interest in, or liability
5 whatsoever with respect to the investment or distribution of the Net Settlement
6 Fund, the Plan of Allocation, the determination, administration, or calculation of
7 claims, the payment or withholding of Taxes or Tax Expenses, or any losses
8 incurred in connection therewith. No Person shall have any claims against
9 Plaintiffs' Counsel, the Claims Administrator or any other agent designated by
10 Plaintiffs' Counsel based on distribution determinations or claim rejections made
11 substantially in accordance with this Stipulation and the Settlement contained
12 herein, the Plan of Allocation, or orders of the Court. No Released Person shall be
13 permitted to contest or object to any Proof of Claim, or any decision of the Claims
14 Administrator or Plaintiffs' Counsel with respect to accepting or rejecting any
15 Proof of Claim for payment by a Settlement Class Member. Plaintiffs' Counsel shall
16 have the right, but not the obligation, to waive what they deem to be formal or
17 technical defects in any Proofs of Claim filed, where doing so is in the interest of
18 achieving substantial justice.

19 **7.6.** Defendants have no role in the development of the Plan of
20 Allocation. It is understood and agreed by the Settling Parties that any proposed
21 Plan of Allocation of the Net Settlement Fund including, but not limited to, any
22 adjustments to an Authorized Claimant's claim set forth therein, is not a condition
23 of this Stipulation and is to be considered by the Court separately from the Court's
24 consideration of the fairness, reasonableness, and adequacy of the Settlement set
25 forth in this Stipulation. Any order or proceedings relating to the Plan of Allocation,
26 or any appeal from any order relating thereto or reversal or modification thereof,
27 shall not operate to modify, terminate or cancel this Stipulation, or affect or delay
28 the finality of the Final Judgment, or any other orders entered pursuant to this

1 Stipulation. Defendants and Defendants' Counsel shall have no responsibility or
2 liability for reviewing or challenging claims, the allocation of the Net Settlement
3 Fund, or the distribution of the Net Settlement Fund.

4 **7.7.** If any funds remain in the Net Settlement Fund by reason of
5 uncashed checks, or otherwise, after the Claims Administrator has made reasonable
6 and diligent efforts to have Authorized Claimants who are entitled to participate in
7 the distribution of the Net Settlement Fund cash their distribution checks, then any
8 balance remaining in the Net Settlement Fund six (6) months after the initial
9 distribution of such funds shall be used: (i) first, to pay any amounts mistakenly
10 omitted from the initial distribution to Authorized Claimants or to pay any late, but
11 otherwise valid and fully documented claims received after the cut-off date used to
12 make the initial distribution, provided that such distributions to any late post-
13 distribution claimants meet all of the other criteria for inclusion in the initial
14 distribution, including the \$10.00 minimum check amount set forth in the Notice;
15 (ii) second, to pay any additional Administrative Costs incurred in administering
16 the Settlement; and (iii) finally, to make a second distribution to Authorized
17 Claimants who cashed their checks from the initial distribution and who would
18 receive at least \$10.00 from such second distribution, after payment of the estimated
19 costs or fees to be incurred in administering the Net Settlement Fund and in making
20 this second distribution, if such second distribution is economically feasible. If six
21 (6) months after such second distribution, if undertaken, or if such second
22 distribution is not undertaken, any funds shall remain in the Net Settlement Fund,
23 any funds remaining in the Net Settlement Fund shall be donated to a non-profit
24 charitable organization(s) selected by Plaintiffs' Counsel.

25 **8. Plaintiffs' Counsel's Attorneys' Fees And Reimbursement Of**
26 **Expenses**

27 **8.1.** Plaintiffs' Counsel may submit an application or applications
28 (the "Fee and Expense Application") for distributions from the Settlement Fund to

1 Plaintiffs' Counsel for (i) an award of attorneys' fees; (ii) reimbursement of actual
2 costs and expenses, including the fees and expenses of experts and/or consultants,
3 incurred in connection with prosecuting the Action; and (iii) any Lead and named
4 Plaintiff service awards as approved by the Court.

5 **8.2.** Except as otherwise provided in this paragraph, any attorneys'
6 fees and expenses awarded by the Court shall be paid to Plaintiffs' Counsel from
7 the Settlement Fund no later than five (5) business days of the date the Court enters
8 an order awarding such fees and expenses. In the event that the Effective Date does
9 not occur, or the Order and Final Judgment is reversed or modified in any way that
10 affects the award of attorneys' fees and expenses, or the Stipulation is terminated
11 for any other reason, then Plaintiffs' Counsel shall, within thirty (30) calendar days
12 from receiving notice from Defendants' Counsel or from a court of appropriate
13 jurisdiction, refund to the Settlement Fund, either the full amount of the fees and
14 expenses previously received by it pursuant to these provisions or an amount
15 consistent with any modification of the Order and Final Judgment with respect to
16 the fee and expense award. Plaintiffs' Counsel and any other plaintiffs' counsel's
17 law firm that receives fees and expenses, on behalf of itself and each partner and/or
18 shareholder of it, agrees that the law firm and its partners and/or shareholders are
19 subject to jurisdiction of the Court for the purpose of enforcing the provisions of
20 this paragraph, and each shall be liable for repayment of all attorneys' fees and
21 expenses awarded by the Court. Defendants and Defendants' Counsel shall have no
22 responsibility for, and no liability whatsoever with respect to, any allocation of any
23 attorneys' fees or expenses among Plaintiffs' Counsel in the Action, or to any other
24 Person who may assert some claim thereto, or any fee or expense awards the Court
25 may make in the Action.

26 **8.3.** The procedure for, and allowance or disallowance by the Court
27 of, any application by Plaintiffs' Counsel for attorneys' fees, expenses, including
28 the fees and expenses of experts and/or consultants, and/or case contribution awards

1 for Plaintiffs are not a condition of the Settlement set forth in this Stipulation and
2 are to be considered by the Court separately from the Court's consideration of the
3 fairness, reasonableness, and adequacy of the Settlement set forth in this
4 Stipulation. Any order of or proceedings relating to the Fee and Expense
5 Application, or any appeal from any order relating thereto or reversal or
6 modification thereof, shall not operate to modify, terminate or cancel this
7 Stipulation, or affect or delay the finality of the Final Judgment or any other orders
8 entered pursuant to this Stipulation.

9 **8.4.** Any award of attorneys' fees and/or expenses and/or any case
10 contribution award shall be paid solely from the Settlement Fund and shall reduce
11 the settlement consideration paid to the Settlement Class accordingly. The Released
12 Persons shall have no responsibility for, and no liability whatsoever with respect to,
13 any payments to Plaintiffs' Counsel or the Plaintiffs and/or any other Person who
14 receives payment from the Settlement Fund.

15 **9. Class Certification**

16 **9.1.** Because a class has not been certified in the Action against
17 Deloitte, the Settling Parties stipulate, for settlement purposes only, to a settlement
18 class as to Deloitte (the "Deloitte Settlement Class"), subject to Court approval,
19 consisting of "All persons and entities who purchased the publicly traded securities
20 of Silver Wheaton Corp. (i) on a United States exchange, or (ii) in a transaction in
21 the United States, during the period from March 30, 2011 to July 6, 2015, inclusive,
22 and did not sell such securities prior to July 6, 2015. Excluded from the Deloitte
23 Settlement Class are Defendants, all present and former officers and directors of
24 Silver Wheaton and any subsidiary thereof, Deloitte and all of its present and former
25 partners, members of all such excluded persons' families and their legal
26 representatives, heirs, successors or assigns and any entity which such excluded
27 persons controlled or in which they have or had a controlling interest." For
28 settlement purposes only, and in the interest of judicial economy, avoiding

1 unnecessary litigation, and minimizing the burdens on the parties, the Settling
2 Parties agree that the class period applicable to the Deloitte Settlement Class shall
3 be March 30, 2011 to July 6, 2015 (*i.e.*, without regard to the Exchange Act’s five-
4 year statute of repose).

5 **9.2.** In the Final Judgment, the Settlement Class shall consist of both
6 the Silver Wheaton Class and the Deloitte Settlement Class. In the event that the
7 Final Judgment does not become Final or the Settlement fails to become effective
8 for any reason, all Settling Parties reserve all their rights on all issues in this Action,
9 including whether a class should be certified as to Deloitte, or decertified as to the
10 Silver Wheaton Defendants, as the case may be. For settlement purposes only, in
11 connection with the Final Judgment, Defendants shall consent to (i) the appointment
12 of Plaintiffs as the class representatives, (ii) the appointment of Plaintiffs’ Counsel
13 as class counsel, and (iii) the certification of the Deloitte Settlement Class pursuant
14 to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure. The Deloitte
15 Settlement Class shall be certified solely for purposes of this Settlement.

16 **10. Conditions Of Settlement, Effect of Disapproval, Cancellation Or**
17 **Termination**

18 **10.1.** Plaintiffs, on behalf of the Settlement Class, and Defendants
19 shall each have the right to terminate the Settlement and Stipulation by providing
20 written notice of his or its election to do so (“Termination Notice”) to all other
21 Settling Parties within fourteen (14) days of:

22 (a) entry of a Court order declining to enter the Preliminary
23 Approval Order in any material respect;

24 (b) entry of a Court order refusing to approve this Stipulation in any
25 material respect;

26 (c) entry of a Court order declining to enter the Final Judgment in
27 any material respect; or
28

1 **(d)** entry of an order by which the Final Judgment is modified or
2 reversed in any material respect by the Court, the Court of Appeals or the United
3 States Supreme Court. In the absence of any of the events enumerated in the
4 preceding sentence or those identified in ¶¶ 10.2 and 10.5 below, no Party shall
5 have the right to terminate the Settlement and Stipulation for any reason.

6 **10.2.** If the Settlement Amount is not paid into the Escrow Account
7 in accordance with paragraph ¶2.1 of this Stipulation, then Plaintiffs, on behalf of
8 the Settlement Class, shall have the right to terminate the Settlement and Stipulation
9 by providing written notice to Defendants (“Failure to Fund Termination Notice”)
10 or in the alternative, at Plaintiffs’ discretion, may seek to enforce the terms of this
11 Settlement and Stipulation against Defendants for nonpayment of the Settlement
12 Amount, at any time prior to the Court’s entry of the Final Judgment. Defendants
13 may not terminate this Settlement and Stipulation if the Settlement Amount is not
14 paid into the Escrow Account in accordance with ¶2.1 of this Stipulation.

15 **10.3.** The Effective Date of this Stipulation shall not occur unless and
16 until each of the following events occurs and shall be the date upon which the last
17 in time of the following events occurs:

18 **(a)** The Court has entered the Preliminary Approval Order attached
19 hereto as Exhibit A or an order containing materially the same terms;

20 **(b)** The sum of \$41,500,000 has been paid into the Escrow Account,
21 as set forth in paragraph ¶2.1;

22 **(c)** The Court has approved the Settlement, following notice to the
23 Settlement Class and the Settlement Hearing, and has entered the Final Judgment;
24 and

25 **(d)** The Final Judgment has become Final as defined in ¶1.14.

26 **10.4.** Upon the occurrence of the Effective Date, any and all interest
27 or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and
28 forever extinguished, except as set forth in this Stipulation.

1 **10.5.** If prior to final Court approval of the Settlement, (i) Persons
2 who otherwise would be Settlement Class Members have timely and validly
3 requested exclusion from the Settlement Class in accordance with the provisions of
4 the Preliminary Approval Order and the notice given pursuant thereto, and have not
5 withdrawn their request for exclusion (“Opt-Outs”), and such Persons in the
6 aggregate purchased securities during the Settlement Class Period in an amount
7 greater than the amount specified in a separate Supplemental Agreement between
8 the Settling Parties (the “Supplemental Agreement”), or (ii) Persons file lawsuits
9 alleging fraud in connection with the purchase of more than the number of Silver
10 Wheaton shares specified in the Supplemental Agreement, then Defendants shall
11 have, in their sole and absolute discretion, which must be exercised unanimously,
12 the option to terminate this Settlement and Stipulation in strict accordance with the
13 requirements and procedures set forth in the Supplemental Agreement (the
14 “Supplemental Termination Option”). The Supplemental Agreement shall not be
15 filed with the Court unless and until a dispute among the Settling Parties concerning
16 its interpretation or application arises.

17 **10.6.** If some or all of the conditions specified in ¶10.3 above are not
18 met, or in the event that this Stipulation is not approved by the Court, or the
19 Settlement set forth in this Stipulation is terminated or fails to become effective in
20 accordance with its terms, then this Stipulation shall be canceled and terminated,
21 unless all of the Settling Parties agree in writing to proceed with this Stipulation.
22 None of the Settling Parties, or any of them, shall have any obligation whatsoever
23 to proceed under any terms other than those provided for and agreed herein.

24 **10.7.** If the Stipulation is terminated or canceled, or does not become
25 effective for any reason, the Settling Parties will be restored to their respective
26 positions in the Action immediately prior to December 4, 2019, and they shall
27 proceed in all respects as if the Stipulation had not been executed and the related
28

1 orders had not been entered, and in that event all of their respective claims and
2 defenses as to any issue in the Action shall be preserved without prejudice.

3 **10.8.** If the Stipulation is not approved by the Court or the Settlement
4 set forth in this Stipulation is terminated or fails to become effective in accordance
5 with its terms, the terms and provisions of this Stipulation, except as otherwise
6 provided herein, shall have no further force and effect with respect to the Settling
7 Parties and shall not be used in this Action or in any other proceeding for any
8 purpose, and any judgment or order entered by the Court in accordance with the
9 terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

10 **10.9.** If the Stipulation is terminated, or canceled, or does not become
11 effective for any reason, within seven (7) business days (except as otherwise
12 provided in the Supplemental Agreement) after the occurrence of such event, the
13 Settlement Fund, less taxes and any Administrative Costs which have either been
14 disbursed or are determined to be chargeable, shall be refunded by the Escrow
15 Agent to Defendants or their designee(s) (pursuant to written instructions from
16 Defendants' Counsel pursuant to this Stipulation). At the request of Defendants'
17 Counsel at Defendants' expense, Plaintiffs' Counsel or its designee shall apply for
18 any tax refund owed on the Settlement Fund and pay the proceeds, after deduction
19 of any fees or expenses incurred in connection with such application(s) for refund,
20 pursuant to written direction from Defendants' Counsel.

21 **10.10.** No order of the Court or modification or reversal on appeal of
22 any order of the Court concerning the Plan of Allocation, ¶7.1 hereof, or the amount
23 of any attorneys' fees, costs, expenses, and interest awarded by the Court to
24 Plaintiffs' Counsel shall constitute grounds for cancellation or termination of the
25 Stipulation.

26 **11. No Admission Of Liability**

27 **11.1.** The Settling Parties covenant and agree that neither this
28 Stipulation, nor any terms of the Settlement, nor any communication relating

1 thereto, nor the Supplemental Agreement, is evidence, or an admission or
2 concession by any Settling Party or their counsel, any Settlement Class Member, or
3 any of the Released Persons, of any fault, liability or wrongdoing whatsoever, as to
4 any facts or claims alleged or asserted in the Action, or any other actions or
5 proceedings, or as to the validity or merit of any of the claims or defenses alleged
6 or asserted in any such action or proceeding. This Stipulation is not a finding or
7 evidence of the validity or invalidity of any claims or defenses in the Action, any
8 wrongdoing by any Settling Party, Settlement Class Member, or any of the Released
9 Persons, or any damages or injury to any Settling Party, Settlement Class Member,
10 or any Released Persons. Neither this Stipulation, nor the Supplemental Agreement,
11 nor any of the terms and provisions of this Stipulation or the Supplemental
12 Agreement, nor any of the negotiations or proceedings in connection therewith, nor
13 any of the documents or statements referred to herein or therein, nor the Settlement,
14 nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in
15 connection therewith, (a) shall (i) be argued to be, used or construed as, offered or
16 received in evidence as, or otherwise constitute an admission, concession,
17 presumption, proof, evidence, or a finding of any, liability, fault, wrongdoing,
18 injury or damages, or of any wrongful conduct, acts or omissions on the part of any
19 Released Person, or of any infirmity of any defense, or of any damages to the
20 Plaintiffs or any other Settlement Class Member, or (ii) otherwise be used to create
21 or give rise to any inference or presumption against any of the Released Persons
22 concerning any fact or any purported liability, fault, or wrongdoing of the Released
23 Persons or any injury or damages to any person or entity, or (b) shall otherwise be
24 admissible, referred to or used in any proceeding of any nature, for any purpose
25 whatsoever; provided, however, that the Stipulation or the Supplemental
26 Agreement or the Final Judgment may be introduced in any proceeding, whether in
27 the Court or otherwise, as may be necessary to argue and establish that the
28 Stipulation or the Supplemental Agreement or the Final Judgment has res judicata,

1 collateral estoppel, or other issue or claim preclusion effect or to otherwise
2 consummate or enforce the Settlement or the Supplemental Agreement or the Final
3 Judgment, or as otherwise required by law.

4 **12. Miscellaneous Provisions**

5 **12.1.** All of the exhibits attached hereto (“Exhibits”) are hereby
6 incorporated by reference as though fully set forth herein. Notwithstanding the
7 foregoing, in the event that there exists a conflict or inconsistency between the terms
8 of this Stipulation and the terms of any exhibit attached hereto, the terms of the
9 Stipulation shall prevail; provided, however, that should the Court make or require
10 any amendments to the Exhibits that are inconsistent or conflict with this
11 Stipulation, such amendments shall amend this Stipulation.

12 **12.2.** Except in the event of the filing of a Termination Notice or
13 Failure to Fund Termination Notice or termination notice in accordance with the
14 Supplemental Agreement, pursuant to ¶¶10.1, 10.2 or 10.5 of this Stipulation, the
15 Settling Parties shall take all actions reasonably necessary to consummate this
16 Settlement and Stipulation; and (b) agree to cooperate with each other to the extent
17 reasonably necessary to effectuate and implement all terms and conditions of the
18 Settlement and Stipulation.

19 **12.3.** The Settling Parties and their counsel represent that neither they,
20 nor any persons under their control, will encourage or otherwise influence any
21 Settlement Class Members to request exclusion from, or object to, the Settlement
22 or the request for an award of attorneys’ fees.

23 **12.4.** Each of the attorneys executing this Stipulation, any of its
24 exhibits, or any related settlement documents on behalf of any Settling Party hereto
25 hereby warrants and represents that he or she has been duly empowered and
26 authorized to do so by the Settling Party he or she represents.

27 **12.5.** Plaintiffs and Plaintiffs’ Counsel represent and warrant that the
28 Plaintiffs are Settlement Class Members and none of the Plaintiffs’ claims or causes

1 of action against one or more Defendants in the Action, or referred to in this
2 Stipulation, or that could have been alleged against one or more Defendants in the
3 Action, have been assigned, encumbered or in any manner transferred in whole or
4 in part.

5 **12.6.** Plaintiffs and Defendants agree that they continue to be bound
6 by the terms of the stipulated protective order entered by the Court in this Action
7 on December 20, 2016 (the “Protective Order”). Pursuant to paragraph 14 of the
8 Protective Order, the parties agree that within sixty (60) days from the Effective
9 Date, each Receiving Party will return all Protected Material to the Producing Party
10 or destroy such material.

11 **12.7.** This Stipulation and its exhibits, together with the Supplemental
12 Agreement, constitutes the entire agreement between the Settling Parties and
13 supersedes any prior agreements. No representations, warranties or inducements
14 have been made to or relied upon by any Settling Party concerning this Stipulation,
15 other than the representations, warranties and covenants expressly set forth herein
16 and in the Supplemental Agreement. Except as otherwise provided herein, each
17 Settling Party shall bear its own costs.

18 **12.8.** This Stipulation may not be modified or amended, nor may any
19 of its provisions be waived, except by a writing signed by all Settling Parties or their
20 counsel or their respective successors in interest.

21 **12.9.** This Stipulation shall be binding upon, and shall inure to the
22 benefit of, the Settling Parties and their respective agents, successors, executors,
23 heirs, and assigns.

24 **12.10.** The Released Persons who do not appear on the signature lines
25 below, including but not limited to the Individual Defendants, are acknowledged
26 and agreed to be third party beneficiaries of this Settlement and Stipulation and have
27 the same rights to enforce this Settlement and Stipulation as the signatories hereto.
28

1 **12.11.** The headings herein are used for the purpose of convenience
2 only and are not meant to have legal effect.

3 **12.12.** This Stipulation may be executed in any number of counterparts
4 by any of the signatories hereto and the transmission of an original signature page
5 electronically (including by facsimile or portable document format) shall constitute
6 valid execution of the Stipulation as if all signatories hereto had executed the same
7 document. Copies of this Stipulation executed in counterpart shall constitute one
8 agreement.

9 **12.13.** This Stipulation, the Settlement, and any and all disputes
10 arising out of or relating in any way to this Stipulation, whether in contract, tort or
11 otherwise, shall be governed by and construed in accordance with the laws of the
12 State of California without regard to conflict of laws principles.

13 **12.14.** The Court shall retain jurisdiction with respect to the
14 implementation and enforcement of the terms of this Stipulation, and all parties
15 hereto submit to the jurisdiction of the Court for purposes of implementing and
16 enforcing the Settlement embodied in this Stipulation.

17 **12.15.** The Stipulation shall not be construed more strictly against one
18 Party than another merely by virtue of the fact that it, or any part of it, may have
19 been prepared by counsel for one of the Settling Parties, it being recognized that it
20 is the result of arm's-length negotiations between the Settling Parties, and all
21 Settling Parties have contributed substantially and materially to the preparation of
22 this Stipulation.

23 **12.16.** All agreements by, between or among the Settling Parties, their
24 counsel and their other advisors as to the confidentiality of information exchanged
25 between or among them shall remain in full force and effect, and shall survive the
26 execution and any termination of this Stipulation and the final consummation of the
27 Settlement, if finally consummated, without regard to any of the conditions of the
28 Settlement.

1 **12.17.** The Settling Parties shall not assert or pursue any action, claim
2 or rights that any party violated any provision of Rule 11 of the Federal Rules of
3 Civil Procedure in connection with the Action, the Settlement, the Stipulation or the
4 Supplemental Agreement. The Settling Parties agree that the Action was resolved
5 in good faith following arm's-length bargaining.

6 **12.18.** Any failure by any of the Settling Parties to insist upon the strict
7 performance by any other Settling Party of any of the provisions of the Stipulation
8 shall not be deemed a waiver of any of the provisions hereof, and such Settling
9 Party, notwithstanding such failure, shall have the right thereafter to insist upon the
10 strict performance of any and all of the provisions of this Stipulation to be
11 performed by the other Settling Parties to this Stipulation.

12 **12.19.** Whether or not the Stipulation is approved by the Court and
13 whether or not the Stipulation is consummated, or the Effective Date occurs, the
14 parties and their counsel shall use their best efforts to keep all negotiations,
15 discussions, acts, agreements, drafts, and proceedings in connection with the
16 Stipulation confidential; provided, however, that this provision has no impact on
17 Plaintiffs' rights to reference the mediation proceedings in general terms and/or the
18 mediator in any motions or other filings made with the Court that pertain to the
19 Settlement.

20 **12.20.** The waiver, express or implied, by any Settling Party of any
21 breach or default by any other Settling Party in the performance by such Settling
22 Party of its obligations under the Stipulation shall not be deemed or construed to be
23 a waiver of any other breach, whether prior, subsequent, or contemporaneous, under
24 this Stipulation.

25 **IN WITNESS WHEREOF,** the Settling Parties have executed this
26 Stipulation by their undersigned counsel effective as of the date set forth below.
27
28

1 Dated: February __, 2020

THE ROSEN LAW FIRM, P.A.

2 By: _____
3 Laurence M. Rosen, Esq. (SBN 219683)
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Counsel for Plaintiffs/Class Representatives

9 Dated: February 10, 2020

WILSON SONSINI GOODRICH & ROSATI, P.C.

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Counsel for Defendants Silver Wheaton Corp., Randy V.J. Smallwood, Peter Barnes, and Gary Brown

17 Dated: February __, 2020

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Counsel for Defendant Deloitte LLP (Canada)

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9 Dated: February __, 2020

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17 Dated: February 10, 2020

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