

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE WAWA, INC. DATA SECURITY
LITIGATION**

Case No. 19-6019-GEKP

Class Action

This document relates to: Consumer Track

THIRD AMENDMENT TO SETTLEMENT AGREEMENT

This Third Amendment to Settlement Agreement (“Third Amendment”) amends the Settlement Agreement executed on February 9, 2021 related to the Consumer Track of the above-referenced litigation. Capitalized terms used but not defined herein have the same meanings as in the Settlement Agreement. This Third Amendment is entered into as of December 20, 2021 by and between the Consumer Track Plaintiffs individually and on behalf of the Settlement Class, by and through Interim Co-Lead Counsel for the Consumer Track, and Defendant Wawa, Inc. (“Wawa”).

WHEREAS, the Settling Parties executed a Settlement Agreement on February 9, 2021 (Dkt. 181-1) that was subsequently amended on April 27, 2021 (Dkt. 201-1) and November 8, 2021 (Dkt. 264-1);

WHEREAS, in the event that the Court does not approve the full \$3.2 million sought in Consumer Track Plaintiffs’ Motion for Award of Attorneys’ Fees, Expenses, and Service Awards (Dkt. 257), the Settling Parties wish to further amend the Settlement Agreement to make clear their intention as to the use of any amount not awarded by the Court;

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the

Settling Parties acknowledge, and intending to be legally bound, the Settling Parties agree that the Settlement Agreement will be modified and amended as follows:

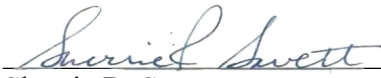
1. If the Court does not award the full \$3,200,000 in attorneys' fees, costs, and service awards, any difference between \$3,200,000 and the amount awarded (the "Difference") will be distributed equally among and added to the total value of each of the Tier One and Tier Two Wawa Gift Cards. By way of example only, if the Court awards \$3,100,000 in total attorneys' fees, costs and service awards, then the Difference will be \$100,000. If there are 100,000 Tier One and Tier Two gift cards to be distributed collectively, each such gift card will have \$1.00 added to it (such that the Tier One Gift Cards will be \$6.00 and the Tier Two Gift Cards will be \$16.00).

2. All other Sections of the Settlement Agreement remain in full force and effect.

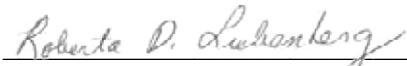
3. Each of the undersigned signatories represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Third Amendment to Settlement Agreement, subject to Court approval.

IN WITNESS WHEREOF, the Parties hereto have caused the Third Amendment to Settlement Agreement to be executed, by their duly authorized attorneys.

ACCEPTED AND AGREED:



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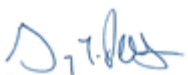
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