

## **EXHIBIT 1 TO STIPULATION AND AGREEMENT OF SETTLEMENT AND RELEASE**

1. Reference is made to paragraph 1.4 of the Settlement Agreement. This Exhibit sets forth the details of the Certificate to be disseminated by the Settlement Administrator or 23andMe to all eligible Settlement Class Members who do not submit a valid and timely Election for the Cash Compensation.

2. “Genetic Testing Kit” means a kit purchased from 23andMe that is used to collect saliva that is tested using microarray genotyping technologies for detection of nucleotide polymorphisms in or of human DNA to provide data for the provision of a service to an individual that includes both health- and ancestry-related genetic reports based on the results of such testing.

3. The Certificates shall be able to be used upon receipt by the Settlement Class Member or any transferee, and will be valid for the purchase of a Genetic Testing Kit as defined in Paragraph 2 above from 23andMe. Such purchase must be made through [www.23andMe.com](http://www.23andMe.com) or another website established or controlled by 23andMe.

4. The Certificates will be valid for use by the Settlement Class Member or any transferee to purchase a Genetic Testing Kit for three years from the date of issuance by either 23andMe or the Administrator. The expiration date shall be provided either on or with the Certificate.

5. The Certificates shall be fully transferable by gift by the Settlement Class Member to any person for use by such persons, so long as the Certificates are used to purchase a Genetic Testing Kit as defined in Paragraph 2 above from 23andMe. The Certificates may not be sold or bartered and shall contain language on the front of the Certificate prominently stating that they may be transferred or gifted but not sold or bartered.

6. The Certificates may be used in combination with any other offer, promotion or discount made available to the public by 23andMe at time of use so long as the Certificates are used to purchase a Genetic Testing Kit as defined in Paragraph 2 above from 23andMe, but may not be used in combination with other Certificates to obtain additional discounts.

7. The Certificates will be assigned a unique identifier number such that they cannot be used or redeemed more than once.

8. 23andMe represents that the value of the Certificate exceeds its costs in processing a Genetic Testing Kit as defined in Paragraph 2 above and providing the results to the person who submits a Genetic Testing Kit for processing.

9. In accordance with Section 14.5 of the Settlement Agreement, Claimants and 23andMe, Inc. agree that this Exhibit is expressly incorporated into and a material term of the Settlement Agreement.