BBSW Plan of Distribution

ADMINISTRATIVE PROCEDURES

1.   Subject to Court approval, the proceeds of the Net Settlement Funds will be paid to Authorized Claimants who or which submit valid Proof of Claim and Release forms ("Claim Forms") by the claims filing deadline set by the Court ("Claims Deadline"). This section discusses the administrative procedures that will apply to determine eligibility.

2.   Each Settling Class Member that wishes to receive proceeds from the Net Settlement Funds must submit a Claim Form to provide pertinent information that will be used to determine his/her/its eligibility to receive a distribution from the Net Settlement Funds. Settling Class Members will also be asked to provide such data, documents, and other proof as may be required by the Settlement Administrator to verify the BBSW-Based Derivatives transactions identified on the Claim Form. Each Claim Form is signed under the penalty of perjury.

3.   Following receipt of each Claim Form, the Settlement Administrator will issue a confirmation receipt to the claimant.

4.   The Settlement Administrator will review each Claim Form to determine whether the claimant is a Settling Class Member. Claims submitted by claimants who or which are not Settling Class Members will be rejected.

5.   The Settlement Administrator will review each Claim Form to determine whether the Claim Form is submitted in accordance with the Settlements and Orders of the Court. Claims that are not submitted in accordance with the Settlements and Orders of the Court will be rejected.

CALCULATION OF TRANSACTION VOLUME CLAIM AMOUNTS

6.   The Class eligible under the Settlements to receive a portion of the Net Settlement Funds includes all Persons (including both natural persons and entities) who purchased, acquired,

sold, held, traded, or otherwise had any interest in BBSW-Based Derivatives during the period from January 1, 2003 through August 16, 2016 (the "Class Period"). Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

a. "BBSW" means the Bank Bill Swap Rate.

b. "BBSW-Based Derivatives" means any financial derivative instrument that is based or priced in whole or in part in any way on BBSW or in any way includes BBSW as a component of price (whether priced, benchmarked and/or settled by BBSW), entered into by a U.S. Person, or by a person from or through a location within the U.S., including, but not limited to: (i) Australian dollar foreign exchange ("FX") derivatives, including Australian dollar FX forwards (also known as "outright forwards" or "outrights"), Australian dollar FX swaps (also known as "currency swaps"), Australian dollar currency options, Australian dollar futures contracts (such as the Chicago Mercantile Exchange ("CME") Australian dollar futures contract) and options on such futures contracts; (ii) BBSW-based interest rate derivatives, including interest rate swaps, swaptions, forward rate agreements ("FRAs"), exchange-traded deliverable swap futures and options on those futures, 90-day bank accepted bill ("BAB") futures and options on those futures, and other over-the-counter ("OTC") contracts or publicly traded vehicles that reference BBSW; (iii) Australian dollar cross-currency swaps; and (iv) any other financial derivative instrument or transaction based in whole or in part on BBSW, or that in any way incorporates BBSW as a component of price, or is alleged by Representative Plaintiffs in this Action to be based in whole or in part on BBSW, or to in any way incorporate BBSW as a component of price. For the avoidance of doubt, BBSW-Based Derivatives do not include: (i) any BBSW-Based Deposits or Loans; or (ii) any Prime Bank Bills or Prime Bank eligible securities.

7. For purposes of this Distribution Plan, a Transaction Notional Amount will be calculated for each BBSW-Based Derivative. The Transaction Notional Amount is a score that represents the potential exposure to a level of harm suffered on a transaction by each Authorized Claimant and is used to compute the pro rata allocations of the Net Settlement Fund[s]. The Transaction Notional Amount is not to be confused with the Payment Amount, which is instead the effective dollar value to be allocated to each Authorized Claimant.

8. The method for calculating the Transaction Notional Amount is outlined below.

9.   **Transaction Notional Amount for Interest Rate Swaps and Forward Rate Agreements ("FRAs").** Claimants must provide the following information for each of their individual transactions: (a) the transaction type (e.g., interest rate swap, FRA); (b) trade date (in mm/dd/yyyy format); (c) notional value of the transaction in Australian dollars (AUD) on each interest payment date; (d) date(s) of interest payment (in mm/dd/yyyy format) and amount of each interest payment amount in AUD OR the frequency of reset dates (if the notional value of the transaction is constant); (e) reference interest rate benchmark and tenor, (e.g., 3-month BBSW); (f) location of the transaction (country from where claimant entered into the transaction.); (g) name of counterparty to the transaction; and (h) broker name (if applicable).

10.   Using the provided data outlined in paragraph 9 above, the Settlement Administrator will calculate the "Transaction Notional Amount" for each transaction as the quotient of the sum of the notional values for all interest payment dates during the Class Period divided by the number of interest payment dates in a one-year period:

$$\textit{Transaction Notional Amount (Interest Rate Swaps and FRAs)}$$
$$= \frac{\textit{Sum of Notional Values (in AUD) for all Interest Payment Dates}}{\textit{Number of Interest Payments Dates in One Year}}$$

11.   For example, if on January 1, 2008, the claimant entered into a five-year vanilla interest rate swap with a notional value of AUD 1,000,000, semi-annual floating interest payments to be paid starting on March 1, 2008 tied to BBSW, and was held to maturity, a claimant would provide the following information on the Claim Form concerning the interest rate payment dates during the Class Period and the notional values for each payment date:

Interest Payment Number	Trade Date (mm/dd/yyyy)	Date of Interest Payment (mm/dd/yyyy)	Notional Value (in AUD) for Interest Payment
1st	01/01/2008	03/01/2008	AUD 1 Mill.
2nd	01/01/2008	09/01/2008	AUD 1 Mill.
3rd	01/01/2008	03/01/2009	AUD 1 Mill.
4th	01/01/2008	09/01/2009	AUD 1 Mill.
5th	01/01/2008	03/01/2010	AUD 1 Mill.
6th	01/01/2008	09/01/2010	AUD 1 Mill.
7th	01/01/2008	03/01/2011	AUD 1 Mill.
8th	01/01/2008	09/01/2011	AUD 1 Mill.
9th	01/01/2008	03/01/2012	AUD 1 Mill.
10th	01/01/2008	09/01/2012	AUD 1 Mill.

12.   In this example, there are ten interest payments during the Class Period, and the notional value on which each interest payment is based is AUD 1 million. The sum of these notional values is AUD 10 million. The number of interest payment periods in a one-year period is two. The Transaction Notional Amounts for this transaction is 5 million.

Transactional Notional Amount (Interest Rate Swap)

$$= \frac{Sum\ of\ Notional\ Values\ (in\ AUD)\ for\ all\ Interest\ Payment\ Dates}{Number\ of\ Interest\ Payments\ Dates\ in\ One\ Year}$$

$$= \frac{AUD\ 10\ million}{2} = AUD\ 5\ million$$

13.   **Transaction Notional Amount for Interest Rate Swaptions.** Swaption holders must provide the same information as Interest Rate Swaps/ FRAs holders, as well as the specifics of the swaption they transacted (i.e., Strike price, maturity, and option type, *i.e.,* put/call). Transaction Notional Amounts are calculated for options that were exercised or closed their

position in the money, (*i.e.*, the strike of a call (put) option was above (below) the market price) using the methodology in Interest Rate Swaps/FRAs above. Swaptions that were closed out of the money, or were worthless upon expiration are assigned a Transaction Notional Amount of zero.

14.   **Transaction Notional Amount for 90-Day Bank Accepted Bill ("BAB") Futures.** For 90-Day Bank Accepted Bill ("BAB") Futures, Claimants must provide the following information for each of their individual transactions: (a) futures identifier and expiry month; (b) trade date (in mm/dd/yyyy format); (c) number of contracts traded; (d) transaction price; (e) open/close transaction type (e.g., buy-to-open, buy-to-close, sell-to-open, sell-to-close); and (f) broker name, location and account number (if applicable).

Claimants must also provide the following information for each of their holdings just before and after the Class Period: (a) futures identifier and expiry month; and (b) number of contracts held in their open long and/or short positions.

From information submitted by the Authorized Claimant, the Authorized Claimant's Transaction Notional Amount(s) is determined for all BAB Futures that were closed (including expiration) during the Class Period. The Transaction Notional Amount is calculated as follows[1]:

Transaction Notional Amount **(BAB Futures)**

$$= \frac{\textit{Number of Contracts Closed During Class Period} * \textit{Days Held Since Class Start} * \textit{AUD } 240{,}000}{365}$$

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15.   **Transaction Notional Amount for Options on BAB Futures.** Options on BAB Futures holders must provide the same information as BAB Futures holders, as well as the specifics

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[1] The unit of trading for a 90-Day Bank Accepted Bill ("BAB") Futures contract is AUD 1,000,000. One basis point movement in rate would change the unit of trading by roughly 24 AUD. See
https://www.asx.com.au/documents/asx-compliance/asx-90-day-bank-bill-futures-consultation-paper.pdf

of the option they transacted (*i.e.,* Strike price, maturity, and option type, *i.e.,* put/call). Transaction Notional Amounts are calculated for options that were exercised or closed their position in the money, (*i.e.*, the strike of a call (put) option was above (below) the market price) using the methodology in BAB Futures above. Options that were closed out of the money or were worthless upon expiration are assigned a Transaction Notional Amount of zero.

16.   **Transaction Notional Amount for Foreign Exchange ("FX") Forwards and FX Swaps**. Claimants must provide the following information for each of their individual transactions: (a) the transaction type (*e.g.*, FX Forward, FX swaps)); (b) trade date (in mm/dd/yyyy format); (c) the notional value of the transaction in Australian dollars (AUD); (d) the date the position was opened; (e) the closing date of the position; (f) the notional amount of the corresponding currency; (g) day-count convention (h) the location of the transaction; (i) name of counterparty to the transaction; and (j) broker name (if applicable).

17.   Using the provided data outlined in paragraph 16, the Settlement Administrator will calculate the "Transaction Notional Amount" for each transaction as the product of the notional value of the BBSW-Based FX Derivatives transaction and the years to maturity:

$$\textbf{\textit{Transaction Notional Amount}}$$
$$= Notional\ Value\ (in\ AUD) \times Period\ Held\ in\ Years$$

18.   For example, if on January 1, 2008, the claimant opened a FX forward contract that exchanged the notional value of AUD 1,000,000 and that contract closed on March 1, 2008, the Transaction Notional Amount would be the product of the notional value of the FX forward contract, AUD 1,000,000 and the years to maturity of the FX forward contract, which would be the number of days between the opening and closing of the FX forward divided by the number of

days in a year according to the specific day-count convention of the product. Assuming this example product follows Actual/365-day count convention, the calculation is as follows:

__Transaction Notional Amount (FX Forward)__

> = *AUD notional value traded* **x** *years to maturity*
>
> = *AUD 1 million* **x** *(58/365)*
>
> = *AUD 1 million* **x** *0.1589* = ***AUD 159,904.10***

19.   **Transaction Notional Amount for Foreign Exchange ("FX") Futures.** Plaintiffs alleged that the following CME and ICE listed FX futures were impacted by BBSW manipulation. The key contract specifications and relevant calculation adjustments are shown below:

CME Futures Contract	Contract Multiplier	Adjustment Factor
EUR/AUD	125,000.00 EUR	End of day AUD/EUR rate on Futures Expiry Date
AUD/CAD	200,000 AUD	1
AUD/USD	100,000 AUD	1
AUD/JPY	200,000 AUD	1
AUD/NZD	200,000 AUD	1

ICE Futures Contract	Contract Multiplier	Adjustment Factor
AUD/CAD	200,000 AUD	1
AUD/JPY	200,000 AUD	1
AUD/NZD	200,000 AUD	1

Claimants must provide the following information for each of their individual transactions: (a) futures identifier and expiry month; (b) exchange; (c) trade date (in mm/dd/yyyy format); (d) number of contracts traded; (e) transaction price; (f) open/close transaction (e.g., buy-to-open, buy-to-close, sell-to-open, sell-to-close); and (g) broker name, location and account number (if applicable).

Claimants must also provide the following information for each of their holdings just before and after the Class Period: (a) futures identifier and expiry month; and (b) number of contracts held in their open long and/or short positions.

From information submitted by the Authorized Claimant, the Authorized Claimant's Transaction Notional Amount for FX futures that were closed (including if held until expiry) during the Class Period is determined as follows:

$$\textit{Transaction Notional Amount (FX Futures)}$$
$$= \frac{\textit{Number of Contracts Closed During Class Period} * \textit{Days Held Since Class Start} * \textit{Contract Multiplier} * \textit{Adjustment Factor}}{365}$$

20.   **Transaction Notional Amount for Foreign Exchange ("FX") Options.** FX Options holders must provide the same information as FX Forwards/Futures holders, as well as the specifics of the option they transacted (i.e., Strike price, maturity, and option type, i.e., put/call).

Options damages are awarded depending on the moneyness of the option as of the time the position was closed. In particular:

- Option holders who or exercised or closed their position in the money, (i.e., the strike of a call (put) option was above (below) the market price), will be awarded damages as per the FX futures methodology above.

- Option holders who closed the position out of the money, or whose position expired worthless, will not be assigned any damages.

21.   Multiplier for greater impact years. In computing the Transactional Notional Amounts, the Settlement Administrator will multiply each Claimant's Transactional Notional Amount for the years (a) 2005-2007 by two; (b) 2008 by three; and (c) 2009-2012 by six.

22.   The Settlement Administrator will sum the Transaction Notional Amounts, including as enhanced pursuant to paragraph 21, for each claimant's BBSW-Based Derivatives

transactions to determine the claimant's "Transaction Claim Amount." **The Transaction Claim Amount is not the claimant's Payment Amount**.

PRO RATA SHARE DETERMINATIONS

23. The Net Settlement Funds will be distributed to each Authorized Claimant based on the pro rata fraction of the Claimant's Transaction Claim Amount divided by the total of Transaction Claim Amounts for all claimants.

$$Payment\ Amount$$
$$= Net\ Settlement\ Fund\ x\ \left(\frac{Claimant's\ Transaction\ Claim\ Amount}{Total\ of\ All\ Claimants'\ Transaction\ Claim\ Amounts}\right)$$

24. The exception to this will be Authorized Claimants whose expected distribution based on their pro rata fraction is less than the costs of administering the Claim. These Authorized Claimants will receive a Minimum Payment Amount in an amount, to be determined after the Claim Forms are reviewed, calibrated to ensure that a minimal portion of the Net Settlement Funds is reallocated towards Authorized Claimants receiving the Minimum Payment Amount. After determining the portion of the Net Settlement Funds that will be used to make the Minimum Payment Amounts, the remainder of the Net Settlement Funds will be reallocated pro rata among the remaining Class Members.

AMENDMENT OF DISTRIBUTION PLAN

25. Class Members are urged to visit the settlement website to keep apprised of other pertinent information relating to the Distribution Plan, including any Court-approved changes to

the Distribution Plan. The Distribution Plan may be amended to account for new information, including but not limited to any litigation risk adjustments.

AUDITS

26.   By submitting a Claim Form, a Class Member agrees to furnish such additional information as the Settlement Administrator or the Court may require. Further, by submitting a Claim Form, a Class Member is swearing to the truth of the statements contained in it and, applicable, the genuineness of the data and documents attached thereto, subject to penalty of perjury under the laws of the United States of America. The making of false statements or the submission of forged or fraudulent documentation will result in the rejection of a claim and may subject the filer to civil liability or criminal prosecution.

27.   The Settlement Administrator may request any Class Member, as deemed appropriate by the Settlement Administrator, who files a Claim Form to provide documentation to support certain transactions or any other aspect of the claim submission. Even if the Class Member provided a letter/affidavit attesting to the truth and accuracy of the data and claim overall, the Settlement Administrator may require specific documentary evidence (statements, confirmations, or the equivalent) to independently verify the details of the transactions and/or other aspects of the claim submission. Failure to comply with such an audit request will result in the rejection of the claim.

COURT REVIEW

28.   All proceedings with respect to the administration, processing, and determination of claims, and the determination of all disputes relating thereto, including disputed questions of law and fact with respect to the validity of the claims and information on the Claim Forms, shall

be subject to the jurisdiction of the Court. To the extent the Settlement Administrator rejects a Claim Form, either in whole or in part, the Claimant will be advised in writing of the reasons for the rejection and that the Claimant will have the opportunity to seek Court review of the Settlement Administrator's rejection. All Claimants expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to the Court's determination.

29.   **The Court May Change The Plan At Any Time**. This Plan shall be subject to change by the Court, at its own initiative, without prior notice to Class members. Any change in the Plan by the Court will be promptly posted on the Settlement Website www.bbswsettlement.com.

DISTRIBUTION

30.   After the Effective Date of the Settlements, and once the Settlement Administrator has determined all Authorized Claimants' Payment Amounts under this Distribution Plan, Plaintiffs' Counsel will apply to the Court for an order to distribute the Net Settlement Funds.