

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: THE BANK OF NEW YORK
MELLON ADR FX LITIGATION

16-CV-00212-JPO-JLC

ECF Case

This Document Relates to:

ALL ACTIONS

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement dated January 15, 2019 (the “Stipulation” or the “Settlement”), is made and entered into by and among (i) David Feige, International Union of Operating Engineers Local 138 Annuity Fund¹, and Annie L. Normand (collectively, “Named Plaintiffs”) and Diana Carofano and Chester County Employees Retirement Fund (“Intervenor Plaintiffs” and, together with the Named Plaintiffs, “Lead Plaintiffs”), on behalf of themselves and the Settlement Class (as defined below), by and through their counsel, and (ii) The Bank of New York Mellon (“Defendant” or “BNYM”), by and through its counsel, and is submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure.

The Settlement is intended by Lead Plaintiffs and Defendant (together, the “Parties”) to fully, finally, and forever compromise, settle, release, resolve, discharge, and dismiss with prejudice the above-captioned action (the “Action”), all Released Claims (as defined below), and

¹ The operative complaint in the Action named International Union of Operating Engineers Local 138 Pension Trust Fund rather than International Union of Operating Engineers Local 138 Annuity Fund. Lead Plaintiffs’ Counsel represent that the proper Named Plaintiff is International Union of Operating Engineers Local 138 Annuity Fund and that they will take such steps to substitute the proper Named Plaintiff as are necessary to effectuate the Settlement.

all Released Defendant Claims (as defined below) as against all Released Parties (as defined below), upon and subject to the terms and conditions stated in this Stipulation and final approval of the Court.

WHEREAS:

A. All terms with initial capitalization shall have the meanings ascribed to them in ¶ 1 below or as otherwise defined herein.

B. On January 11, 2016, Annie L. Normand, Don A. Carofano, and David Feige filed the initial complaint in the Action (i.e., the “Class Action Complaint”). The Class Action Complaint asserted claims for breach of contract, breach of implied covenant of good faith and fair dealing, and conversion.

C. On February 26, 2016, BNYM moved to dismiss the Class Action Complaint pursuant to Rules 12(b)(1) and 12(b)(6) of the Federal Rules of Civil Procedure and the Securities Litigation Uniform Standards Act of 1998 (“SLUSA”). Plaintiffs opposed BNYM’s motion on March 18, 2016, and BNYM filed a reply in support of its motion on March 28, 2016.

D. By Order dated April 12, 2016, the Court designated Lieff Cabraser Heimann & Bernstein, LLP and Kessler Topaz Meltzer & Check, LLP as Interim Lead Counsel for the putative class.

E. On April 15, 2016, the action titled *International Union of Operating Engineers Local 138 Pension Trust Fund v. The Bank of New York Mellon*, Case No. 16-cv-02834-JPO (the “Local 138 Action”), filed in the Eastern District of New York on February 19, 2016, was transferred to this Court. On May 4, 2016, by Stipulation and Order Consolidating Cases and Setting Deadline for Response to Complaint in Local 138 Action, the Local 138 Action was consolidated with the Action for all purposes pursuant to Rule 42(a) of the Federal Rules of Civil

Procedure, under the caption *In re: The Bank of New York Mellon ADR FX Litigation*, File No. 1:16-CV-00212-JPO.

F. By Opinion and Order dated September 29, 2016, the Court granted in part and denied in part BNYM's motion to dismiss the Class Action Complaint. Specifically, the Court: (i) denied BNYM's motion as to plaintiffs' breach of contract claims; (ii) granted BNYM's motion as to plaintiffs' claims for breach of the implied duty of good faith and fair dealing and conversion; (iii) denied BNYM's motion as to plaintiffs' breach of contract claims under SLUSA; (iv) denied BNYM's motion as to plaintiffs' claims on the ground that plaintiffs lacked contractual standing; and (v) denied BNYM's motion as to claims asserted for the period prior to 2012 (for the California plaintiffs) and 2011 (for the Virginia plaintiffs) without prejudice to renewal, either on summary judgment after discovery, or at trial.

G. The Court also found BNYM's argument that plaintiffs lacked class standing to represent all holders of the ADRs for which BNYM was depositary to be premature.

H. On October 19, 2016, the Court entered an order that, among other things, permitted plaintiffs to file a consolidated complaint by October 28, 2016. In accordance with that Order, Lead Plaintiffs filed the operative complaint in the Action, the Consolidated Amended Class Action Complaint (the "Consolidated Complaint"), on October 26, 2016.

I. BNYM answered the Consolidated Complaint on November 23, 2016. Thereafter, the Parties commenced discovery, which included BNYM producing over 2.7 million pages of documents and over 136,000 Excel documents, Lead Plaintiffs producing over 23,000 pages of documents, and the Parties taking 16 fact and four expert depositions and exchanging several rounds of expert reports.

J. On February 12, 2018, BNYM moved for partial summary judgment, pursuant to Rule 56 of the Federal Rules of Civil Procedure, on the applicability of the statutes of limitations and plaintiffs' standing. Lead Plaintiffs opposed BNYM's motion by memoranda filed on March 7, 2018 and March 22, 2018. BNYM filed a reply in support of its motion on March 19, 2018.

K. On April 19, 2018, in accordance with Rule 25(a) of the Federal Rules of Civil Procedure, Lead Plaintiffs filed a suggestion of death for Don A. Carofano.

L. On April 27, 2018, Lead Plaintiffs moved to add Chester County Employees Retirement Fund as a named plaintiff, which BNYM opposed on May 11, 2018. Lead Plaintiffs filed their reply on May 18, 2018.

M. On May 15, 2018, Lead Plaintiffs moved for class certification. BNYM opposed Lead Plaintiffs' motion on June 5, 2018, and Lead Plaintiffs filed a reply in support of their motion on June 19, 2018.

N. On May 23, 2018, Lead Plaintiffs moved to substitute Diana Carofano as a plaintiff. On June 6, 2018, BNYM opposed, in part, Lead Plaintiffs' motion. Lead Plaintiffs filed a reply in support of their motion on June 13, 2018.

O. While discovery and motion practice was proceeding, counsel for Lead Plaintiffs and counsel for BNYM began discussing the possibility of resolving the Action. On March 22 and 23, 2018, the Parties participated in a two-day mediation session with the Honorable Layn R. Phillips and David Murphy of PhillipsADR. As the Parties' discovery efforts were coming to a close and while the Parties' respective motions for partial summary judgment and class certification were pending, settlement discussions continued, including additional mediation sessions and face-to-face meetings. Following hard-fought, arm's-length negotiations spanning the course of several months, on August 10, 2018, the Parties accepted a mediator's proposal on

the Settlement Amount (as defined below), and on October 16, 2018, the Parties entered into a term sheet (the “Term Sheet”) setting forth the material terms of their agreement. On the same day, the Parties notified the Court of their Term Sheet.

P. This Stipulation constitutes a compromise of matters that are in dispute between Lead Plaintiffs and Defendant. BNYM is entering into this Stipulation to eliminate the uncertainty, burden, and expense of further protracted litigation. BNYM denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of BNYM with respect to any claim or allegation of any fault, liability, wrongdoing, or damages whatsoever, or any infirmity in the defenses that BNYM has, or could have, asserted. BNYM expressly denies that Lead Plaintiffs have asserted any valid claims as to it, and expressly denies any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Likewise, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Lead Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of BNYM’s defenses to liability had any merit. Based on their evaluation, Lead Plaintiffs and their counsel have determined that the Settlement set forth in this Stipulation is in the best interest of Lead Plaintiffs and the other Settlement Class Members. Moreover, each of the Parties recognizes and acknowledges that the Action has been initiated, filed, and prosecuted by Lead Plaintiffs in good faith and defended by BNYM in good faith, that the Action is being voluntarily settled with the advice of counsel, and that the terms of the Settlement are fair, adequate, and reasonable.

NOW THEREFORE, without any admission or concession whatsoever on the part of Lead Plaintiffs or any Settlement Class Member regarding any lack of merit of the claims in the Action, and without any admission or concession whatsoever on the part of BNYM of any liability

or wrongdoing or lack of merit of its defenses in the Action, it is hereby **STIPULATED AND AGREED**, by and among the Parties, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and other conditions set forth herein, in consideration of the benefits flowing to the Parties from the Settlement, that the Action, all Released Claims (as defined below), and all Released Defendant Claims (as defined below) shall be fully, finally, and forever compromised, settled, released, resolved, discharged, and dismissed with prejudice against the Released Parties (as defined below), upon and subject to the following terms and conditions:

DEFINITIONS

1. As used in this Stipulation and any exhibits attached to this Stipulation and made a part of it, the following terms shall have the meanings specified below:

(a) “Action” means the consolidated actions captioned *In re: The Bank of New York Mellon ADR FX Litigation*, 16-cv-00212-JPO-JLC (S.D.N.Y.).

(b) “Authorized Recipient” means a Settlement Class Member who is approved for payment from the Net Settlement Fund.

(c) “Banner Ads” means the banner ads, substantially in the forms attached to this Stipulation as Exhibit A-4, which will be utilized in the Publication Notice Plan defined herein and set forth in the Notice Order.

(d) “Claim” means a Settlement Class Member’s potential claim to a payment from the Net Settlement Fund.

(e) “Claim Amount” means the amount to be paid, in accordance with the Plan of Allocation, out of the Net Settlement Fund, to each Non-Registered Settlement Class Member that submits a valid Claim Form and is determined to be an Authorized Recipient.

(f) “Claim Form” means the form, substantially in the form attached to this Stipulation as Exhibit A-5, which a Non-Registered Settlement Class Member must complete and submit to the Claims Administrator should that Non-Registered Settlement Class Member seek to receive a payment from the Net Settlement Fund.

(g) “Claimant” means a Settlement Class Member that submits a Claim Form to the Claims Administrator.

(h) “Claims Administrator” means Kurtzman Carson Consultants LLC, the firm retained by Lead Plaintiffs’ Counsel on behalf of the Settlement Class, subject to approval of the Court, to provide all mailed notices approved by the Court to potential Registered-Holder Settlement Class Members, to create and monitor the website dedicated to the Settlement, and to administer the Settlement.

(i) “Consolidated Complaint” means the operative complaint in the Action: the Consolidated Class Action Complaint filed with the Court on October 26, 2016.

(j) “Court” means the United States District Court for the Southern District of New York.

(k) “Defendant” or “BNYM” means The Bank of New York Mellon.

(l) “Defendant’s Counsel” means the law firm of Paul, Weiss, Rifkind, Wharton & Garrison LLP.

(m) “Distribution Order” means the order entered by the Court authorizing and directing distribution of the Net Settlement Fund, in whole or in part, to Authorized Recipients upon or after the occurrence of the Effective Date.

(n) “Effective Date” means the first date by which all of the conditions set forth in ¶ 37 below have occurred.

(o) “Escrow Account” means an account maintained by the Escrow Agent, wherein the Settlement Amount shall be deposited and held in escrow under the control of Lead Plaintiffs’ Counsel.

(p) “Escrow Agent” means Huntington National Bank.

(q) “Final,” when referring to the Order and Final Judgment, means: (i) the expiration of any time for appeal or review of the Order and Final Judgment, or (ii) if any appeal is filed and not dismissed, after the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by *certiorari* or otherwise, and the time for any petition for reargument, appeal, or review, by *certiorari* or otherwise, has expired, *provided, however*, that, as to both (i) and (ii) above, any disputes or appeals relating solely to the amount, payment, or allocation of attorneys’ fees and Litigation Expenses or the Plan of Allocation shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final.

(r) “Final Approval Hearing” means the hearing set by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(s) “Intervenor Plaintiffs” means Diana Carofano and Chester County Employees Retirement Fund.

(t) “Investment Vehicle” means any investment company or pooled investment fund, including but not limited to mutual fund families, exchange-traded funds, funds of funds, private equity funds, real estate funds, and hedge funds, in which BNYM has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, general partner, managing member, or any other similar capacity.

(u) “Lead Plaintiffs” means David Feige, International Union of Operating Engineers Local 138 Annuity Fund, Annie L. Normand, Diana Carofano, and Chester County Employees Retirement Fund.

(v) “Lead Plaintiffs’ Counsel” means the law firms of Kessler Topaz Meltzer & Check, LLP and Lieff Cabraser Heimann & Bernstein, LLP.

(w) “Litigation Expenses” means the reasonable costs and expenses incurred by Lead Plaintiffs’ Counsel and other plaintiffs’ counsel in connection with commencing and prosecuting the Action, and may also include the costs and expenses of Lead Plaintiffs directly related to their functions as named plaintiffs in the Action (i.e., “Service Awards”), for which Lead Plaintiffs’ Counsel intend to apply to the Court for reimbursement from the Settlement Fund.

(x) “Named Plaintiffs” means David Feige, International Union of Operating Engineers Local 138 Annuity Fund, and Annie L. Normand.

(y) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; and (iii) any attorneys’ fees and Litigation Expenses awarded by the Court.

(z) “Non-Registered Holder Settlement Class Member” means a Settlement Class Member who is not a Registered Holder Settlement Class Member, including a Settlement Class Member who holds (or held) eligible securities through a bank, broker, or other nominee rather than directly.

(aa) “Notice” means the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Final Approval Hearing; and (III) Motion for Attorneys’ Fees and Reimbursement of Litigation Expenses, substantially in the form attached hereto as Exhibit A-1, which will be posted on the website created for the Settlement.

(bb) “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Claims Administrator and/or Lead Plaintiffs’ Counsel in connection with providing notice to the Settlement Class and administering the Settlement, as more fully described in ¶ 16 below.

(cc) “Notice Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court, directing that notice of the Settlement be provided to the Settlement Class.

(dd) “Order and Final Judgment” means the order of final judgment to be entered in the Action, which shall be substantially in the form attached hereto as Exhibit B or provide substantially the same relief.

(ee) “Parties” means Lead Plaintiffs, on behalf of themselves and each Settlement Class Member, and Defendant.

(ff) “Person” means any individual, corporation (including all divisions and subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, or any other business or legal entity, as well as each of their spouses, domestic partners, heirs, predecessors, successors, representatives, agents, trustees, estates, administrators, executors, or assigns.

(gg) “Plan of Allocation” means the proposed plan for allocating the Net Settlement Fund to Authorized Recipients, which, subject to approval of the Court, shall be substantially in the form described in the Notice.

(hh) “Post-Card Notice” means the notice, substantially in the form attached hereto as Exhibit A-2, which will be mailed to Registered Holder Settlement Class Members whose contact information was provided by BNYM’s transfer agent.

(ii) “Publication Notice Plan” means the proposed media and Internet-based notice campaign targeting Non-Registered Settlement Class Members through a combination of print media and online resources.

(jj) “Publication Notice Plan Administrator” means HF Media, LLC, the firm retained by Lead Plaintiffs’ Counsel on behalf of the Settlement Class, subject to approval of the Court, to conduct the Publication Notice Plan for the Settlement.

(kk) “Registered Holder Settlement Class Member” means a Settlement Class Member who holds (or held) eligible securities directly, who is listed in the records of BNYM’s transfer agent with respect to such holdings, and whose contact, holding, and distribution information has been provided by BNYM’s transfer agent.

(ll) “Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown (i.e., “Unknown Claims” as defined below), asserted or unasserted, whether arising under federal, state, common, or foreign law, whether in connection with the applicable deposit agreements or otherwise, whether class, derivative, or individual in nature, that (a) were or could have been asserted in the Action, or in any other forum, that arise out of, are based upon, or relate in any way to the allegations set forth in any complaint or other pleading filed in the Action or (b) arise from, are based upon, or relate in any way to the conversion of foreign currency (including but not limited to any sale, receipt, price, charges, expenses, costs, margins, markup, spread, fee, profit, exchange, adjustment, deduction, or disclosure) in connection with the deposit agreements, depositary receipts, common

share agreements and/or transfer agency, registrar, and dividend disbursing agreements, including but not limited to in connection with any payment, transfer, disbursement, or distribution (whether associated with a dividend, rights offering, interest on capital, sale of shares, stamp or other taxes, tax withholding or relief therefrom, or otherwise), in connection with any and all ADRs for which BNYM acted as the depositary at any time during the Settlement Class Period, *provided, however*, that the Released Claims shall not include claims under 29 U.S.C. § 1132(a) by participants, beneficiaries, trustees, or named fiduciaries of employee retirement plans for alleged breach of 29 U.S.C. §§ 1104, 1106 arising under the Employee Retirement Income Security Act of 1974, as amended. This release incorporates a waiver by Releasors of any limitation on the scope of the release that would otherwise exist under California Civil Law § 1542. “Released Claims” do not include claims arising out of, based upon, relating to, concerning, or in connection with the interpretation or enforcement of the terms of the Settlement.

(mm) “Released Defendant Claims” means any and all claims and causes of action of every nature and description, whether known or unknown (i.e., “Unknown Claims” as defined below), asserted or unasserted, whether arising under federal, state, common, or foreign law, whether in connection with the applicable deposit agreements or otherwise, whether class, derivative, or individual in nature, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendant. “Released Defendant Claims” do not include claims arising out of, based upon, relating to, concerning, or in connection with the interpretation or enforcement of the terms of the Settlement.

(nn) “Released Parties” means the Releasees and Releasors collectively.

(oo) “Releasees” means (a) BNYM, its predecessors, successors, and assigns, its direct and indirect parents, subsidiaries, and affiliates, and their respective current and

former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of BNYM), shareholders (in their capacity as shareholders of BNYM), attorneys, and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing; (b) any custodians or subcustodians appointed by BNYM in its capacity as depositary with respect to any of the ADRs subject to this Settlement, solely in their capacity as such, and only with respect to the period that BNYM served as depositary, transfer agent, registrar, or dividend disbursing agent in connection with such ADRs; (c) any issuer of any foreign security deposited with BNYM in relation to any ADR subject to this Settlement, solely in its capacity as such, solely in relation to the conduct alleged in the Consolidated Complaint, and only with respect to the period that BNYM served as depositary, transfer agent, registrar, or dividend disbursing agent in connection with such ADR; and (d) any person or entity that converted currency on BNYM's behalf for distribution to ADR holders during the Settlement Class Period in relation to any of the ADRs subject to this Settlement, solely with respect to such currency conversion. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasee.

(pp) “Releases” means the releases set forth in ¶¶ 6-7 of this Stipulation.

(qq) “Releasors” means Lead Plaintiffs and each and every Settlement Class Member on their own behalf and on behalf of their respective predecessors, successors, beneficiaries, and assigns, direct and indirect parents, subsidiaries and affiliates, their current and former officers, directors, employees, agents, and legal representatives, and the predecessors, successors, heirs, executors, administrators, beneficiaries, and assigns of each of the foregoing, in their capacities as such. With respect to any Settlement Class Member that is a government entity, Releasors include any Settlement Class Member as to which the government entity has the legal

right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasor.

(rr) “Settlement” means this Stipulation and Agreement of Settlement and the settlement contained herein.

(ss) “Settlement Amount” means seventy-two million five hundred thousand U.S. Dollars (\$72,500,000.00) to be paid by or on behalf of Defendant into the Escrow Account.

(tt) “Settlement Class” means all entities and individuals who at any time during the Settlement Class Period held (directly or indirectly, registered or beneficially), or otherwise claim any entitlement to any payment (whether a dividend, rights offering, interest on capital, sale of shares, or other distribution) in connection with, any American Depositary Share (sometimes known as an American Depositary Receipt) (“ADR”) for which BNYM acted as the depositary sponsored by an issuer that is identified in the attached Appendix. For avoidance of doubt, Settlement Class Members include all entities, organizations, and associations regardless of form, including investment funds and pension funds of any kind. BNYM and its officers, directors, legal representatives, heirs, successors, corporate parents, subsidiaries, and/or assigns, other than Investment Vehicles (which are not excluded), are excluded from the Settlement Class only to the extent that such persons or entities had a proprietary (i.e., for their own account) interest in any such ADR and not to the extent that they hold or held such ADR in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the definition of the Settlement Class. Also excluded from the Settlement Class are any persons and entities who or which exclude themselves from the Settlement Class by submitting a request for exclusion that is accepted by the Court.

(uu) “Settlement Class Member” means any Person that is a member of the Settlement Class.

(vv) “Settlement Class Period” means January 1, 1997 through the date of the Notice Order.

(ww) “Settlement Fund” means the Settlement Amount deposited in the Escrow Account plus any interest earned thereon.

(xx) “Stipulation” means this Stipulation and Agreement of Settlement.

(yy) “Summary Notice” means the notice, substantially in the form attached hereto as Exhibit A-3, that will be utilized in the Publication Notice Plan as described herein and set forth in the Notice Order.

(zz) “Tax Expenses” means any expenses and costs incurred in connection with the payment of Taxes (including, without limitation, expenses of tax attorneys and/or accountants and other advisors and expenses relating to the filing or failure to file all necessary or advisable tax returns).

(aaa) “Taxes” means any taxes due and payable with respect to the income earned by the Settlement Fund, including any interest or penalties thereon.

(bbb) “Term Sheet” means the confidential term sheet memorializing the Parties’ agreement in principle to settle the Action, executed on October 16, 2018.

(ccc) “Unknown Claims” means any and all claims that any Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Claims, and any and all claims that Defendant does not know or suspect to exist in its favor at the time of the release of the Released Defendant Claims, which if known to him, her, or it might have affected his, her, or its decision(s) with respect to the

Settlement, including, but not limited to, his, her, or its decision to object or not to object to the Settlement or not to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendant Claims, the Parties stipulate and agree that, upon the Effective Date, each of the Lead Plaintiffs and Defendant shall expressly waive, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law that is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Lead Plaintiffs and Defendant acknowledge, and each of the Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

APPROVAL OF ISSUANCE OF NOTICE OF THE SETTLEMENT

2. Promptly upon execution of this Stipulation, Lead Plaintiffs will move for an order that will, among other things, direct notice of the Settlement to Settlement Class Members and schedule the Final Approval Hearing, which motion shall be unopposed by Defendant. Concurrently with this motion, Lead Plaintiffs shall apply to the Court for, and Defendant shall agree to, entry of the Notice Order, substantially in the form attached hereto as Exhibit A. The Parties shall request that the Final Approval Hearing be scheduled for a date at least 135 days from the date of the Court's entry of the Notice Order.

CERTIFICATION OF THE SETTLEMENT CLASS

3. Solely for purposes of effectuating the Settlement and for no other purpose, the Parties stipulate and agree to: (i) certification of the Settlement Class pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (ii) appointment of Lead Plaintiffs as representatives for the Settlement Class; and (iii) appointment of Lead Plaintiffs' Counsel as counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

4. In the event the Settlement is terminated, or the Effective Date for any reason does not occur, certification of the Settlement Class shall be nullified and voided, the Action shall proceed as though the Settlement Class had never been certified, and none of the Parties or any other Person shall suggest in the Action that any inference of any kind should be drawn from the Settlement Class proposed in the Settlement.

RELEASE OF CLAIMS

5. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action as against Defendant; and (ii) the Releases provided for herein.

6. Pursuant to the Order and Final Judgment, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs and each Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Claim against any of the Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Releasees.

7. Pursuant to the Order and Final Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendant shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendant Claim against the Releasors, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant Claims against any of the Releasors.

8. Notwithstanding ¶¶ 6-7 above, nothing in the Order and Final Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Order and Final Judgment.

THE SETTLEMENT CONSIDERATION

9. In consideration of the terms of the Settlement, Defendant shall pay or cause to be paid the Settlement Amount into the Escrow Account no later than ten (10) days after the later to occur of: (i) the Court's entry of the Notice Order; or (ii) Lead Plaintiffs' Counsel's provision of all paperwork reasonably requested by BNYM to process the payment (including but not limited to wire instructions and a W-9).

10. Other than the obligation of Defendant to pay or cause to be paid the Settlement Amount into the Escrow Account as provided for in ¶ 9 above, and to bear all costs associated with providing notice of the Settlement pursuant to the Class Action Fairness Act as set forth in ¶ 45 below, Defendant shall have no responsibility for any other costs, including any attorneys' fees, Notice and Administration Costs, Taxes, and Tax Expenses, pursuant to this Stipulation. The interest earned on the Settlement Fund while on deposit in the Escrow Account shall be for the benefit of the Settlement Class.

11. This Settlement is not a claims-made settlement; there will be no reversion. As of the Effective Date, neither BNYM nor any other Person who paid any portion of the funds in the Escrow Account shall have any right to the return of the Net Settlement Fund or any portion thereof, irrespective of the number of Claims, the collective amount of losses of Authorized Recipients, the percentage of recovery of losses, or the amounts to be paid to Authorized Recipients from the Net Settlement Fund.

USE OF THE SETTLEMENT FUND

12. The Settlement Fund shall be used to pay: (i) Taxes and Tax Expenses; (ii) Notice and Administration Costs; and (iii) any attorneys' fees and Litigation Expenses awarded by the Court. The balance remaining in the Settlement Fund, i.e., the Net Settlement Fund, shall be distributed to Authorized Recipients. As provided below, after (i) the Order and Final Judgment becomes Final and (ii) the Court enters the Distribution Order, the Net Settlement Fund will be distributed to Authorized Recipients in accordance with the terms of such Distribution Order and the plan of allocation approved by the Court.

13. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. At the written instruction of Lead Plaintiffs' Counsel, the Escrow Agent shall invest the Settlement Amount exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation or (b) secured by instruments backed by the full faith and credit of the United States Government. The Escrow Agent shall

reinvest the proceeds of these instruments or accounts as they mature in similar instruments or accounts at their then-current market rates. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

14. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Plaintiffs' Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Such returns shall be consistent with this paragraph and in all events shall reflect that all Taxes on the income earned on the Settlement Fund shall be paid out of the Settlement Fund as provided by ¶ 15 below. Lead Plaintiffs' Counsel shall also be solely responsible for causing payment to be made from the Settlement Fund of any Taxes and Tax Expenses owed with respect to the Settlement Fund. Upon written request, Defendant will provide to Lead Plaintiffs' Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead Plaintiffs' Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

15. All Taxes and Tax Expenses shall be considered to be a cost of administration of the Settlement and shall be timely paid out of the Escrow Account without prior order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be

consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Parties agree to cooperate with each other, and their tax attorneys and accountants, to the extent reasonably necessary to carry out the terms of this Stipulation. BNYM shall not have any liability or responsibility for any such Taxes or Tax Expenses, and shall have no responsibility or liability for the acts or omissions of Lead Plaintiffs' Counsel or their agents, as described herein.

16. Prior to the Effective Date, Lead Plaintiffs' Counsel may pay from the Escrow Account actually incurred Notice and Administration Costs without further order of the Court or approval by Defendant. Such costs and expenses shall include, without limitation, the actual costs of publication, printing, and mailing notice, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator and Publication Notice Plan Administrator in connection with searching for Settlement Class Members, reviewing Claims and processing submitted Claim Forms, and the reasonable fees, if any, of the Escrow Agent for the Settlement Fund. In the event that the Effective Date for any reason does not occur, money paid or incurred for this purpose, including any related fees, shall not be returned or repaid to BNYM or any other Person that caused payments to be made into the Escrow Account. All Notice and Administration Costs shall be paid out of the Settlement Amount and in no circumstances shall BNYM be required to pay any amount above the Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

17. Lead Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees to be paid from the Settlement Fund. Lead Plaintiffs' Counsel also will apply to the Court for reimbursement of Litigation Expenses (which may include Service Awards to Lead Plaintiffs), to be paid from the Settlement Fund. Lead Plaintiffs' Counsel's application for an award of

attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendant and Lead Plaintiffs other than what is set forth in this Stipulation.

18. Attorneys' fees and expenses of Lead Plaintiffs' Counsel, and Service Awards, as awarded by the Court, shall be paid from the Escrow Account immediately upon the Court's award of such attorneys' fees and expenses by the Court, notwithstanding any objections or appeals of the Settlement or the fee and expense award. If the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees or expenses is reduced or reversed, Lead Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than twenty (20) days after: (a) receiving notice of a termination of the Settlement; or (b) any order reducing or reversing the award of attorneys' fees or expenses has become Final. Lead Plaintiffs' Counsel shall allocate the attorneys' fees awarded amongst plaintiffs' counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the Action. All of Lead Plaintiffs' Counsel's attorneys' fees and expenses shall be paid out of the Settlement Fund and in no circumstances shall BNYM be required to pay any amount in addition to the Settlement Amount. BNYM shall have no responsibility for, and no liability whatsoever with respect to, any award of attorneys' fees and expenses to Lead Plaintiffs' Counsel or any Service Award or the allocation of any such award.

19. The finality of the Settlement shall not be conditioned on any ruling by the Court concerning Lead Plaintiffs' Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses (including Service Awards). Any order or proceedings relating to such motion, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Settlement or affect the release of the Released Claims or the Released Defendant Claims.

THE PROPOSED PLAN OF ALLOCATION

20. The Plan of Allocation, appended to the Notice attached hereto as Exhibit A-1, is the plan being proposed by Lead Plaintiffs, subject to Court approval. Lead Plaintiffs will consult with BNYM in good faith prior to the time the Plan of Allocation is finalized; however, the consent of BNYM to the Plan of Allocation shall not be required, and BNYM shall not object to such Plan of Allocation.

21. The allocation of the Net Settlement Fund among Authorized Recipients is a matter separate and apart from the proposed Settlement between the Parties. Any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. It is not a condition of the Settlement that any particular plan of allocation be approved by the Court. Lead Plaintiffs and Lead Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of allocation in the Action. There shall be no distribution of any of the Settlement Fund to any Settlement Class Member until a plan of allocation is approved and such order of approval is affirmed on appeal and/or is no longer subject to review by appeal or *certiorari*, and the time for any petition for rehearing, appeal, or review, by *certiorari* or otherwise, has expired.

NOTICE AND SETTLEMENT ADMINISTRATION

22. As part of the Notice Order, Lead Plaintiffs shall seek appointment of the Claims Administrator and the Publication Notice Plan Administrator (the "Administrators"). The Administrators shall discharge their duties under Lead Plaintiffs' Counsel's supervision and subject to the jurisdiction of the Court. Lead Plaintiffs shall be solely responsible, subject to Court approval, for notice, administration, and allocation of the Settlement Fund among Settlement Class

Members. BNYM and the other Releasees shall have no responsibility whatsoever for the selection of the Administrators, the administration of the Settlement, or the disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any Person, including, but not limited to, any Settlement Class Member, in connection with the foregoing. BNYM agrees to assist Lead Plaintiffs, upon their reasonable request and solely to the extent set forth in this paragraph, in obtaining from its transfer agent, Computershare, Inc. (“Computershare”), reasonably available information as to Registered Holder Settlement Class Members, including a list of the registered holders of the ADRs sponsored by the issuers listed in the attached Appendix who received cash distributions from January 1, 1997 through the date of the Notice Order, the U.S. Dollar amount each registered holder received from cash distributions per ADR, and each registered holder’s last known address. Such assistance by BNYM may consist of facilitating an introduction of Lead Plaintiffs’ Counsel to Computershare; informing Computershare that BNYM has an interest in Computershare’s responsiveness to Lead Plaintiffs’ requests for the information set forth in the preceding sentence; and/or occasional participation in telephone conferences between Lead Plaintiffs’ Counsel and Computershare as reasonably necessary to facilitate Lead Plaintiffs’ receipt of the information required to provide notice to Registered Holder Settlement Class Members as approved by the Court. Lead Plaintiffs’ Counsel shall pay from the Settlement Fund the actual costs, if any, of acquiring the information from Computershare.

23. In accordance with the Notice Order, Lead Plaintiffs’ Counsel shall cause the Claims Administrator to mail the Post-Card Notice (which will contain a unique claim number and PIN, allowing each recipient to access their holding and cash distribution information provided by BNYM’s transfer agent through a portal available on the Settlement website) to those members of the Settlement Class who hold (or held) their eligible securities directly and are listed in the records

of BNYM's transfer agent with respect to such holdings and whose contact, holding, and distribution information has been provided by BNYM's transfer agent (i.e., Registered Holder Settlement Class Members). Registered Holder Settlement Class Members will not be required to take any further action (e.g., submit a Claim Form) in order to be eligible to receive a payment from the Settlement.

24. Lead Plaintiffs and Lead Plaintiffs' Counsel propose notifying those Settlement Class Members who are not listed in the records of BNYM's transfer agent or whose contact, holding, and distribution information has not been provided by BNYM's transfer agent (i.e., Non-Registered Holder Settlement Class Members), including those who hold (or held) their eligible securities through a bank, broker, or other nominee rather than directly, through the Publication Notice Plan, which will consist of a combination of print media (e.g., publications in consumer magazines, nationally circulated newspapers, and investment newsletters) and online resources (e.g., banner ads on a variety of business, news, and investment websites; search words and terms on Google AdWords; social media outreach, on Facebook and LinkedIn; and press releases). Non-Registered Holder Settlement Class Members will be required to submit a valid Claim Form in order to be eligible to participate in the Settlement and receive a payment from the Net Settlement Fund. The Claim Form, substantially in the form attached as Exhibit A-5 hereto, will be made available on the Settlement website.

25. In the event that the Court declines to approve the notice plan proposed by Lead Plaintiffs, Lead Plaintiffs shall ask the Court (in open court, by motion, or otherwise as the circumstances require), and BNYM may ask the Court, what additional or different notice would enable the Court to approve the issuance of notice to the Settlement Class. Lead Plaintiffs agree

to provide such notice to the Settlement Class as is reasonably necessary to obtain the Court's approval with respect thereto.

26. For purposes of determining the extent, if any, to which a Non-Registered Settlement Class Member shall be entitled to be treated as an Authorized Recipient, the following conditions shall apply:

(a) Each Non-Registered Settlement Class Member shall be required to submit a Claim Form, substantially in the form attached hereto as Exhibit A-5, supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Lead Plaintiffs' Counsel, in their discretion, may deem acceptable;

(b) All Claim Forms must be submitted by the date set by the Court in the Notice Order and specified in the notices. Any Non-Registered Settlement Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court such Non-Registered Settlement Class Member's Claim Form is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Releasees with respect to any Released Claim. Provided that it is mailed by the Claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the plan of allocation approved by the Court the extent, if any, to which each Claim Form shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim Form in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim Forms the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim Form is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim Form has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim Form cannot be otherwise resolved, Lead Plaintiffs' Counsel shall thereafter present the request for review to the Court.

27. Each Settlement Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to such Settlement Class Member's Claim, including, but not limited to, the Releases provided for in the Order and Final Judgment, and the Claim will be subject to investigation and discovery that shall be limited to that Person's status as a Settlement Class

Member and the validity and amount of such Person's Claim. No discovery shall be allowed on the merits of the Action or the Settlement, nor shall any discovery of BNYM be allowed, in connection with the processing of Claims.

28. The Claims Administrator will calculate all Claims in accordance with the Plan of Allocation as proposed by Lead Plaintiffs and approved by the Court, or according to such other plan of allocation the Court approves.

29. Lead Plaintiffs' Counsel will apply to the Court, with reasonable notice to BNYM, for a Distribution Order, *inter alia*: (i) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of Claims; (ii) approving payment of any outstanding administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (iii) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Recipients.

30. Payment pursuant to the Distribution Order from the Net Settlement Fund shall be final and conclusive against any and all Settlement Class Members. All Settlement Class Members whose Claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment and the Releases provided for therein, and will be permanently barred and enjoined from bringing any action against any and all Releasees concerning any and all of the Released Claims.

31. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

TERMS OF THE ORDER AND FINAL JUDGMENT

32. If the Settlement contemplated by this Stipulation is approved by the Court, the Parties shall request that the Court enter an Order and Final Judgment, substantially in the form annexed hereto as Exhibit B or providing for substantially the same relief, including, among other things, the Releases provided for herein.

WAIVER OR TERMINATION

33. Simultaneously herewith, Lead Plaintiffs, by and through Lead Plaintiffs' Counsel, and BNYM, by and through Defendant's Counsel, are executing a "Supplemental Agreement" setting forth certain conditions under which BNYM may terminate the Settlement if potential Settlement Class Members who meet certain criteria exclude themselves from the Settlement Class. The Parties shall maintain the confidentiality of the Supplemental Agreement as stated therein, and the Supplemental Agreement shall not be filed with the Court, unless requested by the Court, and in that event, shall be submitted to the Court under seal.

34. Lead Plaintiffs and Defendant each shall have the right to terminate the Settlement in its entirety by providing written notice of their election to do so to the other within fourteen (14) calendar days of: (i) the Court's final refusal to enter the Notice Order in any material respect; (ii) the Court's final refusal to enter the Order and Final Judgment in any material respect (including certification of the Settlement Class for purposes of Settlement); or (iii) the date upon which the Order and Final Judgment is vacated, modified, or reversed in any material respect by a final order of the United States Court of Appeals or the Supreme Court of the United States. For the avoidance of doubt, Lead Plaintiffs shall not have the right to terminate the Settlement due to any decision, ruling, or order respecting an application for attorney's fees or Litigation Expenses or plan of allocation. Defendant may also terminate the Settlement in its entirety pursuant to ¶ 33 above. In

the event the Settlement is terminated, the provisions of ¶¶ 4, 13, 14, 15, 16, 33, 34, 35, 36, 39, 48, and 60 shall survive termination.

35. Except as otherwise provided herein, in the event the Settlement is terminated in its entirety or if the Effective Date fails to occur for any reason, Lead Plaintiffs and Defendant shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action as of the date of the Term Sheet on October 16, 2018, and, except as otherwise expressly provided, Lead Plaintiffs and Defendant shall proceed in all respects as if this Stipulation and any related orders had not been entered and without any prejudice in any way from the negotiation, fact, or terms of the Settlement. If the Settlement is terminated, the facts and terms of the Settlement shall not be admissible in any trial or otherwise used against any Party.

36. Except as otherwise provided herein, in the event the Settlement is terminated in its entirety or if the Effective Date fails to occur for any reason, the balance of the Settlement Fund including interest accrued thereon, less any Notice and Administration Costs paid or incurred and less any Taxes and Tax Expenses paid, incurred, or owing, shall be refunded to BNYM as instructed by BNYM within twenty (20) days after joint written notification of termination is sent by Lead Plaintiffs' Counsel and Defendant's Counsel to the Escrow Agent.

EFFECTIVE DATE OF SETTLEMENT

37. The Effective Date of the Settlement shall be the first date by which all of the following shall have occurred:

(a) The Court has entered the Notice Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2 above;

(b) The Settlement Amount has been paid into the Escrow Account in accordance with the provisions of ¶ 9 above;

(c) BNYM has not exercised its option to terminate the Settlement pursuant to the provisions of this Stipulation (including the Supplemental Agreement described in ¶ 33 above);

(d) Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure and following the period set forth for notice under the Class Action Fairness Act;

(f) the Court has entered the Order and Final Judgment, substantially in the form annexed hereto as Exhibit B, or providing substantially the same relief; and

(g) the Order and Final Judgment has become Final.

38. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendant in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

NO ADMISSION OF WRONGDOING

39. Except as provided in ¶ 40 below, this Stipulation, whether or not consummated, and any negotiations, proceedings, or agreements relating to this Stipulation, the Settlement, and any matters arising in connection with settlement negotiations, proceedings, or agreements, shall not be offered or received against any or all of the Released Parties for any purpose, and in particular:

(a) do not constitute, and shall not be offered or received against Defendant or the other Releasees as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by Defendant or the Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or any other Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation or other proceeding, including but

not limited to the Released Claims, or of any liability, damages, negligence, fault, or wrongdoing of Defendant or the Releasees;

(b) do not constitute, and shall not be offered or received against Defendant or the other Releasees as evidence of, a presumption, concession, or admission of any fault, misstatement, or omission with respect to any statement or written document approved or made by Defendant or the Releasees, or against Defendant, the Releasees, Lead Plaintiffs, or any other Settlement Class Member as evidence of any infirmity in the claims or defenses that have been or could have been asserted in the Action;

(c) do not constitute, and shall not be offered or received against Defendant or the other Releasees as evidence of, a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against Defendant or the Releasees, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(d) do not constitute, and shall not be construed against Defendant or the other Releasees as an admission or concession that, the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as, an admission, concession, or presumption against Lead Plaintiffs or any other Settlement Class Member that any of their claims are without merit or infirm, that a class should not be certified, or that damages recoverable under the complaints filed in the Action would not have exceeded the Settlement Amount.

40. The Released Parties may file or refer to this Stipulation, the Order and Final Judgment, and/or any Claim Form submitted by a Settlement Class Member to effectuate the liability protection granted thereunder, including, without limitation, to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Released Parties may file this Stipulation and/or the Order and Final Judgment in any action that may be brought to enforce the terms of this Stipulation and/or the Order and Final Judgment; however, in no event shall any Party or any Released Party use in the litigation of this Action, or any other action or proceeding, for any purposes other than the implementation of the Settlement, information disclosed by any Party during and for the purpose of the negotiation and implementation of the Settlement. All Released Parties submit to the jurisdiction of the Court for purpose of implementing and enforcing the Settlement.

MISCELLANEOUS PROVISIONS

41. The Parties agree that no Party was or is a “prevailing party” in the Action.

42. All of the exhibits attached to this Stipulation, except any Plan of Allocation, to the extent incorporated in those exhibits, are material and integral parts hereof and are fully incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of this Stipulation shall prevail.

43. This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all of the Parties (or their successors-in-interest).

44. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

45. Defendant shall be responsible for service of any notice for which they might be responsible pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, including all costs associated with giving such notice.

46. Lead Plaintiffs and Lead Plaintiffs' Counsel represent that none of Lead Plaintiffs' claims or causes of action referred to in this Action or this Stipulation have been assigned, encumbered, or in any manner transferred in whole or in part.

47. Defendant warrants that, as to the payments made or to be made by or on behalf of it at the time of entering into this Stipulation and at the time of such payment that it made or caused or will make or cause to be made pursuant to the terms above, it was not insolvent, nor will the payment required to be made by or on behalf of it render it insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including but not limited to Sections 101 and 547 thereof. This representation is made by Defendant and not by its counsel.

48. Neither this Stipulation, the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claim or of any wrongdoing or liability of Defendant or the other Releasees; or (ii) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of Defendant or the other Releasees in any civil, criminal, or administrative proceeding in any court, any arbitration proceeding, or any inquiry, investigation, proceeding or other action conducted by or before any administrative agency or other tribunal, other than in such proceedings as may be necessary to consummate or enforce this Stipulation, the Settlement, or the Order and Final Judgment.

49. The Parties agree that the terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon

adequate information and after consultation with experienced legal counsel. Moreover, the Settlement is intended to be a final and complete resolution of the Parties' disputes in the Action. The Parties further agree that each has complied fully with the strictures of Rule 11 of the Federal Rules of Civil Procedure. Accordingly, the Parties agree not to assert any claim under Rule 11, or any similar law, rule, or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

50. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

51. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Lead Plaintiffs' Counsel and Service Awards to Lead Plaintiffs and enforcing the terms of this Stipulation.

52. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Stipulation or its exhibits and the Supplemental Agreement, other than the representations, warranties, and covenants contained and memorialized in such documents.

53. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via e-mail. All executed counterparts shall be deemed an original, and all such counterparts together shall constitute the same instrument.

54. The Parties and their respective counsel of record agree that they will work together in good faith to implement the Settlement and to obtain all necessary approvals of the Court required by this Stipulation. BNYM shall provide reasonable cooperation to assist Lead Plaintiffs in making their application to the Court seeking approval of the proposed notice plan. In the event that there are objectors to the Settlement, the Parties shall confer concerning the most effective manner in which to address any such objections and will attempt in good faith to agree on a strategy for resolving such objections.

55. Each counsel signing this Stipulation represents that such counsel has authority to sign this Stipulation on behalf of Lead Plaintiffs or Defendant, as the case may be, and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

56. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto, including any and all Released Parties and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize.

57. Notices required by this Stipulation shall be submitted, unless otherwise provided, either by any form of overnight mail, e-mail, facsimile, or in person to each of the signatories below.

58. The construction, interpretation, operation, effect, and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

59. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of

the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

60. The Parties agree that once the Settlement has been disclosed publicly through Lead Plaintiffs' filing of the motion for the Notice Order, any press releases or other public statements by any of the Parties regarding the Action or the Settlement shall not substantially deviate from words to the effect that the Parties have reached a mutually acceptable resolution by way of a mediated settlement and that the Parties are satisfied with this resolution, provided, however, that BNYM and Lead Plaintiffs may make such statements as they reasonably believe in good faith are required by law, applicable regulations or rules, or this Settlement, including notice to the Settlement Class, all papers necessary to seek an order directing issuance of notice to the Settlement Class, final approval of the Settlement, approval of the plan of allocation, and approval of Lead Plaintiffs' Counsel's fee and expense application, and BNYM may make such disclosure in its SEC filings and to its regulators, and provide such information to its auditors and insurers, as it deems prudent and appropriate in its sole discretion.

61. If disputes arise regarding the finalization of the Settlement, the Parties shall seek the assistance of the Honorable Layn R. Phillips and/or David Murphy of PhillipsADR to facilitate a resolution.

DATED: January 15, 2019

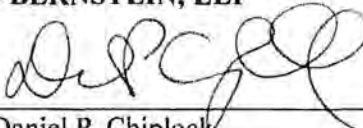
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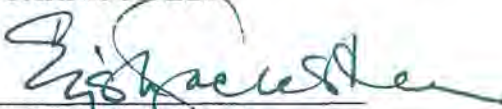
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Counsel for The Bank of New York Mellon

APPENDIX

ISSUER	CUSIPs
ABI SAB GROUP HOLDING LTD	78572M105 836216309 836220103
ACCOR SA	00435F101 00435F309
ADIDAS AG	00687A107
ADMINISTRADORA DE FONDOS DE PE	00709P108
AES TIETE ENERGIA SA	00809V203 00808P207 00808P108
AIXTRON SE	009606104
ALCATEL-LUCENT SA	013904305
ALLIED IRISH BANKS PLC	019228402 019228303
ALSTOM SA	021244108
ALTANA AG	02143N103
ALUMINA LTD	022205108
AMBEV SA	20441W203 02319V103
ANGLO AMERICAN PLC	03485P102 03485P300
ANGLO PLATINUM	035078104
ANGLOGOLD ASHANTI LTD	035128206 043743103 043743202
ANHEUSER-BUSCH INBEV SA/NV	03524A108 157123209 40051F100 74838Y207
ARKEMA SA	041232109
ARM HOLDINGS PLC	042068106
ASSICURAZIONI GENERALI SPA	465234102
ASTRA AB	046298105 046298204
AUSTRALIA & NEW ZEALAND BANKIN	052528304

ISSUER	CUSIPs
AV GOLD	035134303
AXA SA	054536107 149188104 866791106
B.A.	060587508 060593100
BANCO BILBAO VIZCAYA ARGENTARI	059458208 059456202 059456301 059456103 058925108 05946K101 059594408 059594507 07329Q507 07329Q200 07329Q309
BANCO COMERCIAL PORTUGUES SA	059479303 059479709
BANCO DO BRASIL SA	059578104
BANCO POPOLARE SC	059471102 059633107
BANCO SANTANDER BRASIL SA	05964H105 05967A107
BANCO SANTANDER CHILE	05965F108 05965X109
BANK OF IRELAND	46267Q103
BANK OF TOKYO-MITSUBISHI FJ L	065379109
BARCLAYS AFRICA GROUP LTD	06738E204 06742G302 06739H776 06739H511 06739H362 06739F390
BASF SE	055262505 019097104
BASS PLC	069904209
BAT INDUSTRIES PLC	055270508

ISSUER	CUSIPs
BAYER AG	072730302
BBVA BANCO FRANCES SA	059591107 07329M100
BG GROUP LTD	055434203 052578408 055434104 780259206 780259107
BIDVEST GROUP LTD/THE	088836101 088836200 088836309
BILLABONG INTERNATIONAL	090055104
BLUE CIRCLE INDUSTRIES	095342408 095342507
BNP PARIBAS SA	05565A202 05565A103 066747106
BOEHLER-UDDEHOLM AG	097356307
BRASIL TELECOM PARTICIPACOES S	10553M101 10553M200 105530109 670851104 670851203
BRASILAGRO - CO BRASILEIRA DE	10554B104
BRASKEM SA	105532105 217252105 86959M101
BRF SA	10552T107 71361V204 71361V303 71361V105
BRITISH AMERICAN TOBACCO PLC	110448107
BRITISH STEEL	111015301
BUNZL PLC	120738406 120738307
BURMAH CASTROL PLC	122169303
CENCOSUD SA	15132H101 802233106

ISSUER	CUSIPs
CENTRICA PLC	15639K102 15639K201 15639K300
CHILCOTT UK LTD	363240102 93443W109
CHINA AGRI-INDUSTRIES HOLDINGS	16940R109
CHORUS LTD	17040V107
CHUNGHWA TELECOM CO., LTD.	17133Q205
CIA BRASILEIRA DE DISTRIBUICAO	20440T201 20440T102
CIA CERVEJARIA BRAHMA	20440X103 20440X202
CIA DE BEBIDAS DAS AMERICAS-AM	20441W104
CIA DE SANEAMENTO BASICO DO ES	20441A102
CIA DE TRANSMISSAO DE ENERGIA	20441Q107 20441Q206
CIA ENERGETICA DE SAO PAULO	20440P209 20440P407
CIA PARANAENSE DE ENERGIA	20441B308 20441B407
CIE FINANCIERE RICHEMONT SA	204318109
COCA COLA HELLENIC BOTTLING CO	1912EP104
COCA-COLA AMATIL LTD	191085208
COCA-COLA FEMSA SAB DE CV	191241108
COFLEXIP SA	192384105
COMMERZBANK AG	202597308 202597605
COMMONWEALTH BANK OF AUSTRALIA	202712303 202712600
COMP. DE GERACAO DE ENERGIA EL	20441P109 20441P208 20441R204 20441R105 264398108 264398207
COMPASS GROUP PLC	20449X104 20449X203 20449X302

ISSUER	CUSIPs
CONTINENTAL AG	210771200
CONVERIUM	21248N107
CORUS GROUP LTD	22087M101
COSCO SHIPPING INTERNATIONAL S	22112Y203
CRANEWARE PLC	224465104
CRAYFISH CO. LTD.	225226208
CREDIT SUISSE GROUP AG	225401108
CRH PLC	12626K203
CRUCCELL NV	228769105
DAI NIPPON PRINTING CO LTD	233806306
DANKA BUSINESS SYSTEMS PLC	236277109
DBS GROUP HOLDINGS LTD	23304Y100
DELHAIZE GROUP SCA	29759W101
DEUTSCHE BANK AG	251525309
DEUTSCHE LUFTHANSA AG	251561304 549836500
DEUTSCHE POST AG	25157Y202
DIAGEO PLC	25243Q205 25243Q106 402033302
DOLLAR PREF RESTRICTED 4-2 B E	6162*1019 6162*1017
DOMINION MINING LTD	257457309
DRDGOLD LTD	26152H103 26152H301 266597301
DRESDNER BANK AG	261561302 261561401
DUCATI MOTOR HOLDING SPA	264066101
ELETROPAULO METROPOLITANA ELET	286203302
ELF AQUITAINE SA	286269105
EMBOTELLADORA ANDINA SA	29081P204 29081P303

ISSUER	CUSIPs
EMBRATEL PARTICIPACOES SA	29081N100 29081N209
EMPRESAS ICA SAB DE CV	292448107
ENGIE BRASIL ENERGIA SA	892360108 29286U107 892360306
ENI LASMO PLC	501730204
ENI SPA	26874R108
ENIIM 10 PERP	501730303
ERSTE GROUP BANK AG	296036304
EVRAZ HIGHVELD STEEL & VANADIU	30050A301
FERGUSON PLC	97786P100
FIBRIA CELULOSE SA	92906P106
FILA HOLDING S.P.A	316850106
FOMENTO ECONOMICO MEXICANO SAB	344419106
FOSTER'S GROUP PTY LTD	350258307
FRESENIUS MEDICAL CARE AG & CO	358029106 358029205
GALLAHER GROUP LTD	363595109
GATES WORLDWIDE LTD	890030208
GAZPROM NEFT PJSC	36829G107
GAZPROM PJSC	47973C305 753317304 753317205 753317106
GENESYS	37185M209
GERDAU SA	373737105
GETLINK SE	39944Q109
GLAXOSMITHKLINE PLC	37733W105
GOL LINHAS AEREAS INTELIGENT	38045R107
GOLD FIELDS LTD	262026503 38059R100 38059T106 380596205 957654304

ISSUER	CUSIPs
GRUPO AEROPORTUARIO DEL CENTRO	400501102
GRUPO AEROPORTUARIO DEL PACIFI	400506101
GRUPO AEROPORTUARIO DEL SUREST	40051E202
GRUPO CASA SABA SAB DE CV	40048P104
GRUPO ELEKTRA, S.A. DE C.V.	40050A102
GRUPO FINANCIERO BANORTE SAB D	400486106 059456400 059456509 40051M105 40052P107 400486304 40051M204
GRUPO MEX DESARROLLO	40048G104 40048G203
GRUPO TELEVISA SAB	40049J206
HANNOVER RUECK SE	410693105
HARMONY GOLD MINING CO LTD	413216300
HBOS PLC	42205M106
HELLENIC TELECOMMUNICATIONS OR	423325307
HENKEL AG & CO KGAA	42550U109 42550U208
HILLSDOWN HOLDINGS PLC	432586204
HMS HYDRAULIC MACHINES & SYSTE	40425X100
HOECHST GMBH	434390308
HOT TELECOMMUNICATION SYSTEM L	576561104
HYDROMET CORP LTD	449003102
IGATE COMPUTER SYSTEMS LTD	703248203
IMPERIAL HOLDINGS LTD	452833106 452833205
INCITEC PIVOT LTD	45326Y206
INDOSAT TBK PT	744383100
INDUSIND BANK LTD	45579Q108
INDUSTRIAS BACHOCO SAB DE CV	456463108

ISSUER	CUSIPs
INDUSTRIE NATUZZI S.P.A.	456478106
INFORMA PLC	093529204 45672B206 45672B305 90265U203 90969M101
INTERCONTINENTAL HOTELS GROUP	45857P103 458573102 458573201
INTERNATIONAL POWER LTD	46018M104
INTESA SANPAOLO SPA	05944F104 46115H107
INVENSYS LTD	461204109
INVERSIONES AGUAS METROPOLITAN	46128Q201
ITAU UNIBANCO HOLDING SA	059602102 465562106 059602201 90458E107
J SAINSBURY PLC	466249208
JOHNSON MATTHEY PLC	479142309 479142408 479142507
JULIUS BAER GROUP LTD	481369106
KIDDE PLC	493793103
KINGFISHER PLC	495724403 495724205 495724304
KINGSGATE CONSOLIDATED LTD	496362104
KLABIN SA	45647P108 49834M100
KOMATSU LTD	500458401
KOMERCNI BANKA AS	500459409
KONINKLIJKE AHOLD N.V.	500467303 500467402 500467AA3
KOOR INDUSTRIES LTD	500507108

ISSUER	CUSIPs
KROTON EDUCACIONAL SA	50106A402
KUMBA IRON ORE LTD	50125N104
LADBROKE GROUP INC	505727305 505730101
LAGARDERE SCA	507069102
LAN AIRLINES S.A.	501723100
LEGAL & GENERAL GROUP PLC	52463H103
LENDLEASE GROUP	526023205
LHR AIRPORTS LTD	05518L206
LIBERTY GROUP LTD	140487109 530616101 53055R103 53055R202 530706100 530706209
LIHIR GOLD LTD	532349206 532349107
LLOYDS BANKING GROUP PLC	539439109
LONMIN PLC	54336Q104 54336Q203 543374409
LUKOIL PJSC	69343P105 677862104 677862807 677862302 677862203
LUXOTTICA GROUP SPA	55068R202
LVMH MOET HENNESSY LOUIS VUITT	502441207
MACQUARIE GROUP LTD	55607P105 55607P204
MADECO, S.A.	556304103 556304202
MAHANAGAR TELEPHONE NIGAM LTD	559778402
MAKITA CORP	560877300
MANNESMANN A.G.	563775303
MASISA SA	574799102 574800108

ISSUER	CUSIPs
MASSMART HOLDINGS LTD	576290100
METSO OYJ	592671101 754183101 920232303
MIZUHO FINANCIAL GROUP INC	359558103 60687Y109
MMC NORILSK NICKEL PJSC	46626D108 55315J102
MMI HOLDINGS LTD/SOUTH AFRICA	55314H107
MOBILE TELESYSTEMS PJSC	61946A106
MOL HUNGARIAN OIL & GAS PLC	831595202
MOSENERGO PJSC	037376100 037376308
MTN GROUP LTD	62474M108
NATIONAL AUSTRALIA BANK LTD	632525408
NATIONAL BANK OF GREECE SA	633643507 633643408
NATIONAL GRID	636274102 636274300 636274409
NATIONAL POWER PLC	637194408
NATUZZI SPA	63905A101
NEC CORP	629050204 81661W109
NEDBANK GROUP LTD	63975P103 63975K104 63975P202
NET SERVICOS DE COMUNICACAO SA	37957X102
NEWCREST MINING LTD	651191108
NEWMONT AUSTRALIA PTY LTD	390290104 656190105 656190204
NIPPON YUSEN KK	654633304
NOMURA HOLDINGS INC	65535H208

ISSUER	CUSIPs
NTT DOCOMO INC	62942M201 62942M102 629424201 62942M300 629424102 629424508 629424409
ORANGE POLSKA SA	87943D108
ORANGE SA	35177Q105 35177Q204 35177QAB1
ORKLA ASA	686331109
PARTNER COMMUNICATIONS CO LTD	70211M109
PEARSON PLC	705015105
PERNOD RICARD SA	019121102 714264108
PETROCHINA CO LTD	71646E100
PETROLEO BRASILEIRO SA	71654V101 71654V408
PFLN 1.35	74050U206
PHAROL SGPS SA	737273102
POLSKI KONCERN NAFTOWY ORLEN S	731613402
POLYUS PJSC	678129107 73181P102
POWERGEN LTD	738905405
PREMIER FARNELL LTD	74050U107
PROVIDENT FINANCIAL PLC	74387B103
PUBLICIS GROUPE SA	74463M106 F76080112 785144205
QANTAS AIRWAYS LTD	74726M406 74726M505
QBE INSURANCE GROUP LTD	74728G605
RACAL ELECTRONICS PLC	749815403
RANDSTAD UK HOLDING LTD	81617E203

ISSUER	CUSIPs
RBS 11.2 PERP	780097309
RBS 6.35 PERP	780097770
RBS 8 1/2 PERP	780097804 780097853
RBS 8.1 PERP	780097705
RBS 8.2125 PERP	780097606
RBS 9 1/2 PERP	780097408
REED ELSEVIER NV	758204101 758205108 758204200 758205207
RENTOKIL INITIAL PLC	760125104
REPSOL SA	76026T205
REXAM LTD	761655406 761655505 761655604
RHODIA SA	762397107 762397206
RIO TINTO FRANCE SAS	705151207
RIO TINTO PLC	767202104 767204100 045074101 126170505 74974K706
ROCHE HOLDING AG	771195104 771195401
ROLLS-ROYCE HOLDINGS PLC	775781206
ROYAL BANK OF SCOTLAND/ABN	780097721 780097739
RUSHYDRO PJSC	466294105 782183123 782183131 782183404 466294204
RWE AG	74975E303 74975E402
RWE GENERATION UK HOLDINGS PLC	45769A103
RYANAIR HOLDINGS PLC	783513104

ISSUER	CUSIPs
SADIA SA	786326108
SANOFI	80105N105 762426AC8 762426401 80105N204
SANTANDER UK PLC	002920106 002920700
SANUK 8 3/4 PERP	002920205
SAP SE	803054204 803054303
SAPPI LTD	803069103 803069202 108510041
SASOL LTD	803866300
SBERBANK OF RUSSIA PJSC	80585Y308
SCOR SE	80917Q106
SCOTTISH POWER PLC	81013T408 81013T705
SEGA SAMMY HOLDINGS INC	815794102
SEKISUI HOUSE LTD	816078307
SERONO	81752M101
SEVERSKY TUBE WORKS PJSC	818146102
SHELL TRANSPORT & TRADING CO L	822703609
SHISEIDO CO LTD	824841407
SHOPRITE HOLDINGS LTD	82510E209
SIBANYE GOLD LTD	03840M109 825724206
SIGNET JEWELERS LTD	82668L872
SIMS METAL MANAGEMENT LTD	829160100
SIX CONTINENTS LTD	830018107
SKY PLC	111013108
SMITHKLINE BEECHAM LTD	832378301
SOCIEDAD QUIMICA Y MINERA DE C	833636103

ISSUER	CUSIPs
SOCIEDAD QUMICA Y MINERA DE CHILE	833635105
SOCIETE GENERALE SA	784320103 784320202 83364L109
SODEXO SA	833792104
SOFTBANK GROUP CORP	471104109
SOUTHERN ELECTRIC PLC 144A	842809709 842809402
SPARK NEW ZEALAND LTD	84652A102 879278307 879278208
SSE PLC	810133405 810133702 81012K309
STANDARD BANK GROUP LTD	853118206
STATOIL ASA	85771P102
SUBMARINO S.A. - REG S	86431P300 86431P508
SUMITOMO MITSUI FINANCIAL GROU	865622104
SUNCORP GROUP LTD	867232100
SURGUTNEFTEGAS OJSC	46625F104 868861204 868861105
SVENSKA CELLULOSA AB SCA	869587402
SWEDISH MATCH AB	870309507
SWIRE PACIFIC LTD	870794302 870794401 870797404
SWISSCOM AG	871013108
SYNGENTA AG	87160A100
TABCORP HOLDINGS LTD	873306203
TATA COMMUNICATIONS LTD	876564105 92659G402 92659G600 92659G303

ISSUER	CUSIPs
TATE & LYLE PLC	876570607
TATNEFT PJSC	03737P207 03737P108 65486P100 876629205
TDC A/S	87236N102
TELE CELULAR SUL PART S.A.	879238103
TELE CENTRO OESTE CELULAR PART	87923P105
TELE NORDESTE CELULAR PARTICIP	87924W109
TELE NORTE LESTE PARTICIPACOES	87924Y105 879246106
TELE SUDESTE CELULAR PARTICIPA	87943B102 879252104
TELE2 AB	87952P109 87952P208
TELECOMUNICACOES BRASILEIRAS S	879287209
TELEKOM AUSTRIA AG	87943Q109
TELEKOMUNIKASI INDONESIA PERSE	715684106
TELEMIG CELULAR PARTICIPACOES	87944E105
TELESP PARTICIPACOES S.A.	87952L108 87952K100
TELKOM SA SOC LTD	879603108
TELSTRA CORP LTD	87969N204 87969N303 87969N105
TERNIUM MEXICO SA DE CV	880890108
TESCO PLC	881575302 098561202
TEVA PHARMACEUTICAL INDUSTRIES	881624209 16361E108 50540H104
TIGER BRANDS LTD	88673M102 88673M201 886911106
TMK PJSC	87260R300

ISSUER	CUSIPs
TOTAL SA	89151E109 716485206
TRANSCOM WORLDWIDE SA	893234104 893545103 893545202 894116102
TREND MICRO INC/JAPAN	89486M206
TURKIYE GARANTI BANKASI AS	900148305 900148701 900151101
TV AZTECA SAB DE CV	901145102
UBS AG	90261R105
ULTRAPAR PARTICIPACOES SA	90400P101
UNIBAIL-RODAMCO SE	960224103
UNIFIED ENERGY SYSTEM OAO	904688108 904688405
UNION ANDINA DE CEMENTOS SAA	904845104
UNITED OVERSEAS BANK LTD	911271302 910903301
USINAS SIDERURGICAS DE MINAS G	917302408
VAN DER MOOLEN HOLDING NV	921020103
VEOLIA ENVIRONNEMENT SA	92334N103
VIMPEL-COMMUNICATIONS PJSC	92719A106 92719A304
VINA CONCHA Y TORO SA	927191106
VIVENDI SA	137041208 204390108 419312202 92851S105 92851S204
VODAFONE AIRTOUCH PLC	92857T107
VODAFONE GROUP PLC	92857W308 698113107 87926R108 92857W209 92857W100 92858M101

ISSUER	CUSIPs
WACOAL HOLDINGS CORP	930004205
WAL-MART DE MEXICO SAB DE CV	93114W107
WAVECOM SA	943531103
WESTPAC BANKING CORPORATION	789547106 961214301
WIND HELLAS TELECOMMUNICATIONS	859823106 88706Q104
WMC LIMITED	928947100 92928R106
WOODSIDE PETROLEUM LTD	980228308
WOOLWORTHS HOLDINGS LTD/SOUTH	480209402 98088R109 98088R505
ZURICH INSURANCE GROUP AG	01959Q101 98982M107 989825104

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: THE BANK OF NEW YORK
MELLON ADR FX LITIGATION

16-CV-00212-JPO-JLC

ECF Case

This Document Relates to:

ALL ACTIONS

**[PROPOSED] ORDER APPROVING
ISSUANCE OF NOTICE**

WHEREAS, a putative class action is pending in this Court captioned *In re: The Bank of New York Mellon ADR FX Litigation*, 16-CV-00212-JPO-JLC (S.D.N.Y.) (the “Action”);

WHEREAS, (i) David Feige, International Union of Operating Engineers Local 138 Annuity Fund¹, and Annie L. Normand (collectively, “Named Plaintiffs”) and Diana Carofano and Chester County Employees Retirement Fund (“Intervenor Plaintiffs” and, together with Named Plaintiffs, “Lead Plaintiffs”), on behalf of themselves and the Settlement Class (as defined below), and (ii) The Bank of New York Mellon (“Defendant” or “BNYM”) have determined to settle the Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated January 15, 2019 (the “Stipulation”) subject to approval of this Court (the “Settlement”);

¹ The operative complaint in the Action named International Union of Operating Engineers Local 138 Pension Trust Fund rather than International Union of Operating Engineers Local 138 Annuity Fund. Lead Plaintiffs’ Counsel represent that the proper Named Plaintiff is International Union of Operating Engineers Local 138 Annuity Fund and that they will take such steps to substitute the proper Named Plaintiff as are necessary to effectuate the Settlement.

WHEREAS, Lead Plaintiffs have made a motion, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order that will, among other things, direct notice of the Settlement to Settlement Class Members, as more fully described herein;

WHEREAS, Defendant does not oppose Lead Plaintiffs' motion;

WHEREAS, the Court has read and considered: (a) Lead Plaintiffs' motion for approval of the proposed form and manner of notice to be sent to the proposed Settlement Class, and the papers filed and arguments made in connection therewith; (b) the Stipulation and the exhibits attached thereto; and (c) the record in the Action, and found good cause for entering the following Order.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Incorporation of Definitions** – This Order hereby incorporates by reference the definitions in the Stipulation, and all capitalized terms, unless otherwise defined herein, shall have the same meanings as set forth in the Stipulation.

2. **Approval of the Settlement** – The Court hereby finds that the Parties have shown the Court that it will likely be able to approve the proposed Settlement, as embodied in the Stipulation, as being fair, reasonable and adequate to the Settlement Class under Rule 23(e)(2) of the Federal Rules of Civil Procedure, subject to further consideration at the Final Approval Hearing to be conducted as described below.

3. **Final Approval Hearing** – The Court will hold a settlement hearing ("Final Approval Hearing") on _____, 2019 at __:___.² in Courtroom 706 of the Thurgood

² The Parties have respectfully requested that the Court schedule the Final Approval Hearing no earlier than 135 days after the date of entry of this Order, so that, among other things, they may comply with the provisions set forth in the Class Action Fairness Act, 28 U.S.C. § 1715(b), and the Publication Notice Plan, as set forth in paragraphs 22 through 31 of the Stipulation, can be fully completed and sufficient time provided for Settlement Class Members to object or request exclusion from the Settlement Class if they wish to do so.

Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court; (b) to determine whether an Order and Final Judgment substantially in the form attached as Exhibit B to the Stipulation should be entered dismissing the Action with prejudice against the Defendant; (c) to determine whether the proposed Plan of Allocation for the net proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether Lead Plaintiffs' Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses (including Service Awards to Lead Plaintiffs) should be approved; and (e) to consider any other matters that properly may be brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to Settlement Class Members as set forth in ¶ 8 of this Order.

4. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class, and may approve the proposed Settlement with such modifications as Lead Plaintiffs and Defendant may agree to, if appropriate, without further notice to the Settlement Class.

5. **Findings as to the Settlement Class**– The Settlement defines the Settlement Class as all entities and individuals who at any time during the period January 1, 1997 through the date of this Order held (directly or indirectly, registered or beneficially), or otherwise claim any entitlement to any payment (whether a dividend, rights offering, interest on capital, sale of shares, or other distribution) in connection with, any American Depositary Share (sometimes known as an American Depositary Receipt) (“ADR”) for which BNYM acted as the depositary sponsored by an issuer that is identified in the Appendix attached to the Stipulation (the “Settlement Class”).

For avoidance of doubt, Settlement Class Members include all entities, organizations, and associations regardless of form, including investment funds and pension funds of any kind. BNYM and its officers, directors, legal representatives, heirs, successors, corporate parents, subsidiaries, and/or assigns, other than Investment Vehicles (which are not excluded), are excluded from the Settlement Class only to the extent that such persons or entities had a proprietary (i.e., for their own account) interest in any such ADR and not to the extent that they hold or held such ADR in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the definition of the Settlement Class. Also excluded from the Settlement Class are any persons and entities who or which exclude themselves from the Settlement Class by submitting a request for exclusion that is accepted by the Court.

6. Solely for purposes of effectuating the proposed Settlement, the Court finds, pursuant to Rule 23(e)(1), that the prerequisites for class action certification under Rules 23(a), 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure are likely to be found to be satisfied as: (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Lead Plaintiffs are typical of the claims of the Settlement Class; (d) the interests of all Settlement Class Members are adequately represented by Lead Plaintiffs and Lead Plaintiffs' Counsel; (e) the issues common to Settlement Class Members predominate over any individualized issues; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. These findings shall be vacated if the Settlement is terminated or if for any reason the Effective Date does not occur.

7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely for the purposes of effectuating the Settlement, Lead Plaintiffs are appointed as representatives for the

Settlement Class and Lead Plaintiffs' Counsel are appointed as counsel for the Settlement Class. Solely for the purposes of effectuating the proposed Settlement, Lead Plaintiffs' Counsel are authorized to act on behalf of Lead Plaintiffs and other Settlement Class Members with respect to all acts or consents required by or that may be given pursuant to the Stipulation, including all acts that are reasonably necessary to consummate the Settlement. These designations shall be vacated if the Settlement is terminated or if for any reason the Effective Date does not occur.

8. **Retention of Administrators and Manner of Providing Notice** – Lead Plaintiffs' Counsel are hereby authorized to retain (i) Kurtzman Carson Consultants LLC (the "Claims Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement as well as to process Claims as more fully set forth below and (ii) HF Media, LLC (the "Publication Notice Plan Administrator" and, together with the Claims Administrator, the "Administrators") to conduct the Publication Notice Plan for the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given by the Administrators, under the supervision of Lead Plaintiffs' Counsel, as follows:

(a) **Notice to Registered Holder Settlement Class Members –**

(i) beginning no later than forty (40) business days after the date of entry of this Order (the "Notice Date"), the Claims Administrator shall cause a copy of the Post-Card Notice, substantially in the form attached hereto as Exhibit 2, to be mailed by first-class mail to Registered Holder Settlement Class Members at the addresses set forth in the records of BNYM's transfer agent;³

³ Each Post-Card Notice will contain a unique Claim Number and PIN allowing Registered Holder Settlement Class Members to access their relevant holding and cash distribution information via a portal contained on the website www.bnymadrfssettlement.com.

(ii) contemporaneously with the mailing of the Post-Card Notice, the Claims Administrator shall cause copies of the Notice and Claim Form, substantially in the forms attached hereto as Exhibits 1 and 5, to be posted on a website to be developed for the Settlement (www.bnymadrfxsettlement.com), from which copies of the Notice and Claim Form can be downloaded;

(iii) not later than seven (7) calendar days prior to the Final Approval Hearing, Lead Plaintiffs' Counsel shall serve on Defendant's Counsel and file with the Court proof, by affidavit or declaration, of such mailing and posting.

(b) **Notice to Non-Registered Holder Settlement Class Members –**

(i) beginning no later than ten (10) calendar days after the entry of this Order, the Publication Notice Plan Administrator shall commence the Publication Notice Plan as described in the Declaration of Jeanne C. Finegan, APR submitted to the Court with Lead Plaintiffs' motion for an order approving the form and manner of notice to the Settlement Class on January 15, 2019, which will consist of banner and search advertisements ("Banner Ads"), in the form attached hereto as Exhibit 4, and a Publication Notice to be published in various newspapers and magazines, in the form attached hereto as Exhibit 3;

(ii) the Publication Notice Plan shall last at least sixty (60) calendar days; and

(iii) not later than seven (7) calendar days prior to the Final Approval Hearing, Lead Plaintiffs' Counsel shall serve on Defendant's Counsel and file with the Court proof, by affidavit or declaration, of such Publication Notice Plan and the results thereof.

9. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and content, the Notice, Post-Card Notice, Publication Notice, and Banner Ads, annexed hereto as

Exhibits 1, 2, 3 and 4, respectively, and (b) finds that the mailing and distribution of the Post-Card Notice to Registered Holder Settlement Class Members, the Publication Notice Plan to Non-Registered Settlement Class Members, and the posting of the Notice on the Settlement website substantially in the manner and forms set forth in ¶ 8 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to exclude themselves from the Settlement Class, the effect of the proposed Settlement (including the Releases to be provided thereunder), Lead Plaintiffs' Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses (including Service Awards to Lead Plaintiffs), their right to object to the Settlement, the Plan of Allocation and/or Lead Plaintiffs' Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses, and their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules. The date and time of the Final Approval Hearing shall be included in the Notice, Post-Card Notice, and Publication Notice before they are posted, mailed, and published, respectively. No Settlement Class Member shall be relieved from the terms of the proposed Settlement, including the Releases provided for therein, based solely upon the contention or proof that such Settlement Class Member failed to receive adequate or actual notice.

10. **Participation in the Settlement** – Registered Holder Settlement Class Members (i.e., Settlement Class Members who hold (or held) their eligible securities directly and are listed in the records of BNYM's transfer agent with respect to such holdings and whose contact, holding,

and distribution information has been provided by BNYM's transfer agent) do not have to take any action in order to participate in the Settlement and be eligible to receive a payment from the Net Settlement Fund. However, Non-Registered Holder Settlement Class Members (i.e., Settlement Class Members who are not listed in the records of BNYM's transfer agent or whose contact, holding, and distribution information has not been provided by BNYM's transfer agent) who wish to participate in the Settlement and be eligible to receive a payment from the Net Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked no later than one hundred fifty (150) calendar days after the Notice Date. Notwithstanding the foregoing, Lead Plaintiffs' Counsel may, at their discretion, accept for processing late Claims provided such acceptance does not delay the distribution of the Net Settlement Fund to Authorized Recipients. By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the Settlement.

11. Each Claim Form submitted must satisfy the following conditions: (a) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the ADRs held and the cash distributions received as a result of such holdings reported therein, in the form of broker year-end account statements, an authorized statement from the broker containing the information regarding cash distributions that would be found in a year-end account statement, or such other documentation as is deemed adequate by Lead Plaintiffs' Counsel or the Claims Administrator; (c) if the person or entity executing the Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the

Settlement Class Member must be included in the Claim Form to the satisfaction of Lead Plaintiffs' Counsel or the Claims Administrator; and (d) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

12. Any Non-Registered Holder Settlement Class Member that does not timely and validly submit a Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her, or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Order and Final Judgment and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Claims against each and all of the Releasees, as more fully described in the Stipulation and Notice. Notwithstanding the foregoing, late Claim Forms may be accepted for processing as set forth in ¶ 10 above.

13. **Exclusion From the Settlement Class** – Any member of the Settlement Class who wishes to exclude himself, herself, or itself from the Settlement Class must request exclusion in writing within the time and in the manner set forth in the Notice ("Request for Exclusion"), which shall provide that: (a) any such Request for Exclusion from the Settlement Class must be mailed or delivered such that it is received no later than thirty-five (35) calendar days prior to the Final Approval Hearing, to: *Bank of New York Mellon ADR FX Settlement*, EXCLUSIONS, c/o KCC Class Action Services, P.O. Box 505030, Louisville, KY 40233-5030, and (b) each Request for Exclusion must (i) state the name, address, and telephone number of the person or entity requesting

exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity “requests exclusion from the Settlement Class in *In re: The Bank of New York Mellon ADR FX Litigation*, 16-CV-00212-JPO-JLC”; (iii) identify by CUSIP the ADRs listed on the Appendix to the Stipulation owned by such person or entity and the cash payments such person or entity received per eligible ADR during the relevant time period; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be effective unless it provides all the required information and is received within the time stated above, or is otherwise accepted by the Court.

14. Any person or entity who or which timely and validly requests exclusion from the Settlement Class in compliance with the terms stated in this Order and is excluded from the Settlement Class shall not be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or judgments in the Action, and shall not receive any payment out of the Net Settlement Fund.

15. Any Settlement Class Member who or which does not timely and validly request exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her, or its right to be excluded from the Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the Stipulation and Settlement and all proceedings, determinations, orders, and judgments in the Action, including, but not limited to, the Order and Final Judgment and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Claims against any of the Releasees, as more fully described in the Stipulation and Notice.

16. **Appearance at Final Approval Hearing and Objections** – Any Settlement Class Member who does not request exclusion from the Settlement Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by filing with the Clerk of Court and delivering a notice of appearance to both Lead Plaintiffs' Counsel and Defendant's Counsel, at the addresses set forth in ¶ 17 below, such that it is received no later than thirty five (35) calendar days prior to the Final Approval Hearing, or as the Court may otherwise direct. Any Settlement Class Member who does not enter an appearance will be represented by Lead Plaintiffs' Counsel.

17. Any Settlement Class Member who does not request exclusion from the Settlement Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Plaintiffs' Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses (including Service Awards to Lead Plaintiffs) and appear and show cause, if he, she, or it has any cause, why the proposed Settlement, the proposed Plan of Allocation and/or Lead Plaintiffs' Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses should not be approved; *provided, however*, that no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation, and/or the motion for attorneys' fees and reimbursement of Litigation Expenses unless that person or entity has filed a written objection with the Court and served copies of such objection on Lead Plaintiffs' Counsel and Defendant's Counsel at the addresses set forth below such that they are received no later than thirty-five (35) calendar days prior to the Final Approval Hearing.

Lead Plaintiffs' Counsel

Sharan Nirmul, Esq.
Kessler Topaz Meltzer
& Check LLP
280 King of Prussia Road
Radnor, PA 19087

Daniel P. Chiplock, Esq.
Lief Cabraser Heimann
& Bernstein, LLP
250 Hudson Street, 8th Floor
New York, NY 10013-1413

Defendant's Counsel

Elizabeth M. Sacksteder, Esq.
Paul, Weiss, Rifkind, Wharton
& Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064

18. Any objections, filings, and other submissions by the objecting Settlement Class Member must: (a) state the name, address, and telephone number of the person or entity objecting and be signed by the objector; (b) indicate whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (c) provide a full explanation of all reasons for the Settlement Class Member's objection or objections, and state with specificity the ground(s) for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (d) include documents that identify by CUSIP the ADRs listed on the Appendix to the Stipulation owned by such objecting Settlement Class Member and the cash distributions received in connection with those holdings in order to prove membership in the Settlement Class. Objectors who enter an appearance and desire to present evidence at the Final Approval Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

19. Any Settlement Class Member who or which does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement, the proposed Plan of Allocation, and Lead Plaintiffs' Counsel's

motion for an award of attorneys' fees and reimbursement of Litigation Expenses (including Service Awards to Lead Plaintiffs), and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses in this or any other proceeding.

20. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Lead Plaintiffs and all members of the Settlement Class from prosecuting any and all of the Released Claims against any of the Releasees.

21. **Notice and Administration Costs** – All reasonable costs incurred in notifying Settlement Class Members of the Settlement as well as in administering the Settlement shall be paid as set forth in the Stipulation without further order of the Court.

22. **Settlement Fund** – The contents of the Settlement Fund held by Huntington National Bank (which the Court approves as the Escrow Agent) shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

23. **Taxes** – Lead Plaintiffs' Counsel are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes and Tax Expenses owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect

thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

24. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of Lead Plaintiffs, the Settlement Class Members, and Defendant, and Lead Plaintiffs and Defendant shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the execution of the Term Sheet on October 16, 2018, as provided in the Stipulation. Except as otherwise provided in the Stipulation, in the event the Settlement is terminated in its entirety or if the Effective Date fails to occur for any reason, the balance of the Settlement Fund including interest accrued therein, less any Notice and Administration Costs paid, incurred, or owing and less any Taxes and Tax Expenses paid, incurred, or owing, shall be refunded to BNYM (or such other persons or entities as BNYM may direct) in accordance with the Stipulation.

25. **Use of this Order** – Neither this Order nor the Stipulation (whether or not consummated), nor any negotiations, proceedings, or agreements relating to the Stipulation, the Settlement, nor any matters arising in connection with the settlement negotiations, proceedings, or agreements, shall be offered or received against any or all of the Released Parties for any purpose, and in particular:

(a) do not constitute, and shall not be offered or received against Defendant or the other Releasees as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by Defendant or the Releasees with respect to the truth of any fact alleged

by Lead Plaintiffs or any other Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation or other proceeding, including but not limited to the Released Claims, or of any liability, damages, negligence, fault, or wrongdoing of Defendant or the Releasees;

(b) do not constitute, and shall not be offered or received against Defendant or the other Releasees as evidence of, a presumption, concession, or admission of any fault, misstatement, or omission with respect to any statement or written document approved or made by Defendant or the Releasees, or against Defendant, the Releasees, Lead Plaintiffs, or any other member of the Settlement Class as evidence of any infirmity in the claims or defenses that have been or could have been asserted in the Action;

(c) do not constitute, and shall not be offered or received against Defendant or the other Releasees as evidence of, a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against Defendant or the Releasees, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(d) do not constitute, and shall not be construed against Defendant or the other Releasees as an admission or concession that, the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as, an admission, concession, or presumption against Lead Plaintiffs or any other Settlement Class Member that any of their claims are without merit or infirm, that a class should not be certified, or

that damages recoverable under the complaints filed in the Action would not have exceeded the Settlement Amount.

26. **Supporting Papers** – Lead Plaintiffs’ Counsel shall file and serve the opening papers in support of the proposed Settlement, the Plan of Allocation, and Lead Plaintiffs’ Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses (including Service Awards to Lead Plaintiffs) no later than forty-nine (49) calendar days prior to the Final Approval Hearing; and reply papers, if any, shall be filed and served no later than seven (7) calendar days prior to the Final Approval Hearing.

27. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

SO ORDERED this _____ day of _____, 2019.

The Honorable J. Paul Oetken
United States District Judge

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: THE BANK OF NEW YORK
MELLON ADR FX LITIGATION

16-CV-00212-JPO-JLC

ECF Case

This Document Relates to:

ALL ACTIONS

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT;
(II) FINAL APPROVAL HEARING; AND (III) MOTION FOR ATTORNEYS' FEES
AND REIMBURSEMENT OF LITIGATION EXPENSES**

TO: All entities and individuals who at any time during the period January 1, 1997 through _____, 2019 held (directly or indirectly, registered or beneficially), or otherwise claim any entitlement to any payment (whether a dividend, rights offering, interest on capital, sale of shares, or other distribution) in connection with, any American Depositary Share (sometimes known as an American Depositary Receipt) ("ADR") for which The Bank of New York Mellon ("BNYM" or "Defendant") acted as the depositary sponsored by an issuer that is identified in the Appendix to this Notice (the "Settlement Class").

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

This notice ("Notice") is issued pursuant to Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and an Order of the United States District Court for the Southern District of New York ("Court"). The purpose of this Notice is to advise you of the pendency of the above-captioned class action ("Action") and the proposed settlement ("Settlement") of the Action for \$72,500,000 on the terms and provisions contained in the Stipulation and Agreement of Settlement filed in the Action and dated January 15, 2019 ("Stipulation").¹ The Honorable J. Paul Oetken is presiding over the Action. Judge Oetken has found that the prerequisites for class action certification under Rule 23 are likely to be satisfied with respect to the Settlement Class (defined in ¶ 3 below) for purposes of settlement only, has approved this Notice to potential members of the Settlement Class and has scheduled a final settlement hearing for _____, 2019, at __:__.m. ("Final Approval Hearing"). The Final Approval Hearing will be held in Courtroom 706 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007.

¹ The Stipulation can be viewed at www.bnymadrfxsettlement.com. Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation.

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The Settlement resolves claims by David Feige, International Union of Operating Engineers Local 138 Annuity Fund², and Annie L. Normand (collectively, “Named Plaintiffs”) and Diana Carofano and Chester County Employees Retirement Fund (“Intervenor Plaintiffs” and, together with Named Plaintiffs, “Lead Plaintiffs”), that have been asserted on behalf of the Settlement Class against BNYM. Lead Plaintiffs alleged that, during the relevant time period, BNYM, as depository for the ADRs listed in the Appendix hereto, systematically deducted impermissible fees for conducting foreign exchange (“FX”) from cash distributions issued by foreign companies, and owed to ADR holders. BNYM denies these allegations. A more detailed description of the claims asserted by Lead Plaintiffs in the Action, as well as the history of the Action, is set forth in ¶¶ 11-23 below.

As more fully described in ¶¶ 28-37 below, the Settlement provides for \$72.5 million (“Settlement Amount”) to be paid by or on behalf of Defendant for the benefit of eligible Settlement Class Members, which amount has been deposited into an interest-bearing escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less any (i) Taxes and Tax Expenses; (ii) Notice and Administration Costs; and (iii) attorneys’ fees and Litigation Expenses awarded by the Court) will be distributed to eligible Settlement Class Members (*i.e.*, “Authorized Recipients”) according to a Court-approved plan of allocation. The proposed Plan of Allocation is set forth in Exhibit 1 hereto.

IMPORTANT - PLEASE NOTE: If you receive/have received a Post-Card Notice in the mail in connection with this Settlement, you are a Registered Holder Settlement Class Member (*i.e.*, you hold (or held) the ADRs covered by this Action directly through BNYM, are listed in the records of BNYM’s transfer agent with respect to such holdings, and your contact, holding, and distribution information was provided to the Claims Administrator by BNYM’s transfer agent) and you ***do not*** have to take any action in order to be eligible to receive a payment from the Settlement. You should, however, review the information provided by BNYM’s transfer agent with respect to your holdings and distributions to confirm that the information is accurate and complete. *See* ¶ 39 below. If you do not receive/have not received a Post-Card Notice in the mail in connection with the Settlement, you are a Non-Registered Holder Settlement Class Members and you must complete and submit a valid Claim Form in order to be eligible to receive a payment from the Settlement.

Any questions regarding this Notice, the Action, the Settlement or your eligibility to participate in the Settlement should be directed to Lead Plaintiffs’ Counsel: Sharan Nirmul, Esq., Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, Pennsylvania 19087, (610) 667-7706, www.ktmc.com, and Daniel P. Chiplock, Esq., Lieff Cabraser Heimann & Bernstein, LLP, 250 Hudson Street, 8th Floor, New York, NY 10013-1413, (212) 355-9500, www.lieffcabraser.com. Further information may be obtained by contacting the Court-appointed Claims Administrator, Kurtzman Carson Consultants LLC (“KCC”), at *Bank of New York Mellon ADR FX Settlement*, c/o KCC Class Action Services, P.O. Box 505030, Louisville, KY 40233-5030, (866) 447-6210, info@bnymadrfxsettlement.com. **Please DO NOT contact the Court, the Clerk’s office,**

² The operative complaint in the Action named International Union of Operating Engineers Local 138 Pension Trust Fund rather than International Union of Operating Engineers Local 138 Annuity Fund. The proper Named Plaintiff is International Union of Operating Engineers Local 138 Annuity Fund.

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BNYM, or its counsel. All questions should be directed to either Lead Plaintiffs' Counsel or the Claims Administrator.

IF YOU ARE A SETTLEMENT CLASS MEMBER, PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM ONLINE OR POSTMARKED NO LATER THAN _____, 2019, <i>UNLESS YOU ARE A REGISTERED HOLDER SETTLEMENT CLASS MEMBER.</i>	<p>If you are a Non-Registered Holder Settlement Class Member (as defined above), this is the <u>only</u> way for you to be eligible to receive a payment from the Settlement.</p> <p>If you are a Registered Holder Settlement Class Member (as defined above), you do not need to take any further action (<i>i.e.</i>, submit a Claim Form) to be eligible to receive a payment from the Settlement, but if the information regarding your holdings and cash distribution as set forth on the website is incorrect or incomplete, you must notify the Claims Administrator immediately.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2019.	<p>If you are a member of the Settlement Class and choose to exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement. This is the only option that allows you ever to be part of any <i>other</i> lawsuit against the Defendant or any of the other Releasees concerning the Released Claims. <i>See</i> ¶¶ 47-52 below for details.</p>
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2019.	<p>If you object to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Plaintiffs' Counsel's request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you object to them. You can only object to the Settlement, the Plan of Allocation or the fee and expense request if you are a Settlement Class Member and you do not exclude yourself from the Settlement Class. <i>See</i> ¶¶ 57-63 below for details.</p>
FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2019, AND GO TO THE FINAL APPROVAL HEARING ON _____, 2019.	<p>Filing a written objection and notice of intention to appear by _____, 2019 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the proposed Plan of Allocation, and/or Lead Plaintiffs' Counsel's request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.</p>

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DO NOTHING.	<p>You will remain a member of the Settlement Class, which means that you give up your right to sue the Defendant or any of the other Releasees about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.</p> <p><u>Please Note:</u> If you are a Non-Registered Holder Settlement Class Member and do nothing, you will not be eligible to receive a payment from the Settlement.</p>
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SUMMARY OF THE SETTLEMENT

1. As described in more detailed below (and in the operative complaint filed in the Action), Lead Plaintiffs allege that during the relevant time period, Defendant, BNYM, as depositary for certain ADRs, systematically deducted impermissible fees for conducting FX from cash distributions issued by foreign companies, and owed to ADR holders. A copy of the operative complaint in the Action – the Consolidated Amended Class Action Complaint dated October 26, 2016 (“Consolidated Complaint”), is available on the website for the Settlement, www.bnymadrfxsettlement.com.

2. An Escrow Account has been established to hold the Settlement Fund prior to being distributed to Authorized Recipients pursuant to the Court-approved plan of allocation. After the Settlement becomes Final and pursuant to Order of the Court, the Net Settlement Fund will be distributed to Authorized Recipients. Lead Plaintiffs estimate, with the aid of a damages expert, that the amount of the Settlement represents approximately 23 percent of the total overcharges to the Settlement Class from the alleged ADR FX practices for the relevant ADRs. **This is only an estimate.** BNYM does not concede the accuracy of Lead Plaintiffs’ damages expert’s calculation, or that there were any damages. A Settlement Class Member’s Recognized Claim, as explained in the Plan of Allocation, reflects Lead Plaintiffs’ view of the purported margin(s) retained by BNYM for FX conversions of ADR cash distributions. A Settlement Class Member’s actual recovery will be based upon the Net Settlement Fund, which will consist of the Settlement Fund, less certain amounts to be deducted from the Settlement Fund as described in the Stipulation, including expenses associated with providing notice to the Settlement Class, Court-awarded attorneys’ fees and Litigation Expenses (including any Service Awards to Lead Plaintiffs for the effort and time spent by them in connection with the prosecution of the Action), Taxes and Tax Expenses, and other costs related to the administration of the Settlement Fund and implementation of the Plan of Allocation, and will be allocated in accordance with the plan of allocation approved by the Court. (See ¶¶ 42-45 below and the proposed Plan of Allocation attached as Exhibit 1).

3. The Settlement Class is defined as follows:

All entities and individuals who at any time during the period January 1, 1997 through _____, 2019 held (directly or indirectly, registered or beneficially), or otherwise claim any entitlement to any payment (whether a dividend, rights offering, interest on capital, sale of shares, or other distribution) in connection with, any ADR for which BNYM acted as the depositary sponsored by an issuer that is identified in the Appendix hereto. For avoidance of doubt, Settlement Class Members include all entities, organizations, and associations regardless of form, including investment funds and pension funds of any kind.

Please Note: There are exceptions to being included in the Settlement Class. A description of those persons and entities excluded by definition from the Settlement Class is provided below in ¶ 27.

4. As with any litigation, the Parties would face an uncertain outcome if this Action were to continue. Absent the Settlement, orders and appeals on class certification, summary

EXHIBIT A-1

judgment and a trial could result in a judgment or verdict greater or less than the recovery obtained by the Settlement, or no recovery at all. This Action has been hotly contested from the outset. Throughout this Action, Lead Plaintiffs and BNYM have disagreed on both liability and damages. BNYM, among other things: (1) has denied, and continues to deny, the material allegations of the Consolidated Complaint; (2) has denied, and continues to deny, any wrongdoing or liability whatsoever; (3) contests the propriety of class certification; (4) believes that its actions were a proper exercise of its judgment and were in good faith and in its best judgment, and complied with all applicable laws, rules, regulations, codes, market practices, and standards; (5) would assert certain other defenses if this Settlement is not consummated; and (6) is entering into the Settlement solely to avoid the cost, disruption, and uncertainty of continued litigation. The Parties have taken into account the uncertainty and risks inherent in this Action, particularly its complex nature, and have concluded that it is desirable that this Action be fully and finally settled on the terms and conditions set forth in the Stipulation.

5. Over the course of this Action, the Parties briefed a motion to dismiss and engaged in extensive discovery efforts, which included Defendant's production of over 2.7 million pages of documents and over 136,000 Excel documents, Lead Plaintiffs' production of over 23,000 pages of documents, and the Parties taking 16 fact depositions and four expert depositions and exchanging several rounds of expert reports. The Parties' discovery efforts were coming to a close when they began discussing the possibility of resolving the Action. In addition, the Parties fully briefed Defendant's motion for partial summary judgment and Lead Plaintiffs' motion for class certification, both of which remained pending when the Settlement was reached.

6. Lead Plaintiffs' Counsel in this Action, on behalf of all plaintiffs' counsel, will apply to the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Amount and reimbursement of Litigation Expenses in an amount not to exceed \$1,750,000, plus interest earned on these amounts. Lead Plaintiffs will share in the allocation of the money paid to members of the Settlement Class on the same basis and to the same extent as all other members of the Settlement Class, except that, in addition thereto, Lead Plaintiffs may apply to the Court for Service Awards of up to \$40,000 in the aggregate. Any Service Awards granted to Lead Plaintiffs by the Court will be payable from the Settlement Fund, and will compensate Lead Plaintiffs for their effort and time spent in connection with the prosecution of the Action, as supported by adequate written documentation of such effort and time. The aggregate amount of Service Awards (*i.e.*, \$40,000) is reflected in the maximum amount of Litigation Expenses set forth above.

BASIC INFORMATION**What Is The Purpose Of This Notice?**

7. The Court has directed the issuance of this Notice to inform potential members of the Settlement Class regarding the proposed Settlement with BNYM before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and any related objections and appeals are favorably resolved, the Settlement Fund, net of the costs, fees and expenses described herein, will be allocated among eligible Settlement Class Members according to a Court-approved plan of allocation, and the Releasees and Releasors will be released from all Released Claims and Released Defendant Claims, respectively, as set forth in the Stipulation.

8. This Notice explains the Action, the Settlement, your legal rights (if you are a Settlement Class Member), what benefits are available, who is eligible for them, and how you will receive your portion of the benefits. The Notice also informs you of the Final Approval Hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the Settlement and to consider Lead Plaintiffs' Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses from the Settlement Fund, which may include Service Awards to Lead Plaintiffs.

9. The Final Approval Hearing will be on _____, 2019 at __:__.m., before the Honorable J. Paul Oetken in the United States District Court for the Southern District of New York, Courtroom 706 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, to determine:

- whether the Settlement should be approved as fair, reasonable and adequate;
- whether the Consolidated Complaint should be dismissed with prejudice pursuant to the terms of the Settlement;
- whether the Settlement Class should be certified for settlement purposes;
- whether notice and the means of dissemination thereof pursuant to the Settlement: (i) were appropriate and reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (ii) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law; and
- whether Lead Plaintiffs' Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, including Service Awards to Lead Plaintiffs, should be approved.

10. The issuance of this Notice is not an expression of the Court's opinion on the merits of any claim in this Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payment to Authorized Recipients will be made after all related appeals, if any, are favorably resolved. It is always uncertain whether such appeals can be favorably resolved, and resolving them can take time, perhaps more than a year. Please be patient.

What Is This Action About? What Has Happened So Far?

11. On January 11, 2016, the initial complaint (*i.e.*, the "Class Action Complaint") was filed in the Action. The Class Action Complaint asserted claims for breach of contract, breach of implied covenant of good faith and fair dealing and conversion.

12. On February 26, 2016, BNYM moved to dismiss the Class Action Complaint pursuant to Rules 12(b)(1) and 12(b)(6) of the Federal Rules of Civil Procedure and the Securities Litigation Uniform Standards Act of 1998 ("SLUSA"). Plaintiffs opposed BNYM's motion on March 18, 2016, and BNYM filed a reply in support of its motion on March 28, 2016.

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13. By Order dated April 12, 2016, the Court designated Lieff Cabraser Heimann & Bernstein, LLP and Kessler Topaz Meltzer & Check, LLP as Interim Co-Lead Counsel for the putative class.

14. On April 15, 2016, the action titled *International Union of Operating Engineers Local 138 Pension Trust Fund v. The Bank of New York Mellon*, Case No. 16-cv-02834-JPO (the “Local 138 Action”), filed in the Eastern District of New York on February 19, 2016, was transferred to this Court. By Stipulation and Order Consolidating Cases and Setting Deadline for Response to Complaint in Local 138 Action, the Local 138 Action was consolidated with the Action for all purposes pursuant to Rule 42(a) of the Federal Rules of Civil Procedure, under the caption *In re: The Bank of New York Mellon ADR FX Litigation*, File No. 1:16-CV-00212-JPO.

15. By Opinion and Order dated September 29, 2016, the Court granted in part and denied in part BNYM’s motion to dismiss the Class Action Complaint. Specifically, the Court: (i) denied BNYM’s motion as to plaintiffs’ breach of contract claims; (ii) granted BNYM’s motion as to plaintiffs’ claims for breach of the implied duty of good faith and fair dealing and conversion; (iii) denied BNYM’s motion as to plaintiffs’ breach of contract claims under SLUSA; (iv) denied BNYM’s motion as to plaintiffs’ claims on the ground that plaintiffs lacked contractual standing; and (v) denied BNYM’s motion as to claims asserted for the period prior to 2012 (for the California plaintiffs) and 2011 (for the Virginia plaintiffs) without prejudice to renewal, either on summary judgment after discovery, or at trial. The Court also found BNYM’s argument that plaintiffs lacked class standing to represent all holders of the ADRs for which BNYM was depository to be premature.

16. On October 19, 2016, the Court entered an order that, among other things, permitted plaintiffs to file a consolidated complaint by October 28, 2016. In accordance with that Order, Lead Plaintiffs filed the operative complaint in the Action, the Consolidated Amended Class Action Complaint (*i.e.*, the Consolidated Complaint), on October 26, 2016. BNYM answered the Consolidated Complaint on November 23, 2016.

17. Thereafter, the Parties commenced discovery, which included BNYM producing over 2.7 million pages of documents and over 136,000 Excel documents, Lead Plaintiffs producing over 23,000 pages of documents, and the Parties taking 16 fact depositions and four expert depositions and exchanging several rounds of expert reports.

18. On February 12, 2018, BNYM moved for partial summary judgment, pursuant to Rule 56 of the Federal Rules of Civil Procedure, on the applicability of the statutes of limitations and plaintiffs’ standing. Lead Plaintiffs opposed BNYM’s motion by memoranda filed on March 7, 2018 and March 22, 2018. BNYM filed a reply in support of its motion on March 19, 2018.

19. On April 27, 2018, Lead Plaintiffs moved to add Chester County Employees Retirement Fund as a named plaintiff, which BNYM opposed on May 11, 2018. Lead Plaintiffs filed their reply on May 18, 2018.

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20. On May 15, 2018, Lead Plaintiffs moved for class certification. BNYM opposed Lead Plaintiffs' motion on June 5, 2018, and Lead Plaintiffs filed a reply in support of their motion on June 19, 2018.

21. As the Parties' discovery efforts were coming to a close and while the Parties' respective motions for partial summary judgment and class certification were pending, counsel for the Parties began discussing the possibility of resolving the Action. Following hard-fought, arm's-length negotiations spanning the course of several months, including formal mediation, on August 10, 2018, the Parties accepted a mediator's proposal on the Settlement Amount, and on October 16, 2018, the Parties entered into a term sheet setting forth the material terms of their agreement. On the same day, the Parties notified the Court of their tentative settlement.

22. Over the next two months, the Parties negotiated and documented the specific terms and conditions of the Settlement, which are embodied in the Stipulation entered on January 15, 2019. The Stipulation can be viewed at www.bnymadrfxsettlement.com.

23. Thereafter, on _____, 2019, the Court entered the Notice Order, approving the proposed notice plan to potential Settlement Class Members and scheduling the Final Approval Hearing to consider whether to grant final approval of the Settlement, among other things.

Why Is This Action A Class Action?

24. In a class action, one or more individuals or entities, referred to as "plaintiffs," sue on behalf of individuals and entities who have similar claims. All of the persons and entities on whose behalf Lead Plaintiffs in this Action are suing are members of a "class" referred to in this Notice as Settlement Class Members or members of the Settlement Class. Because Lead Plaintiffs believe that the wrongful conduct alleged in this case affected all holders of the BNYM-sponsored ADRs at issue in the Action (reflected in the Appendix hereto) in the same way, Lead Plaintiffs filed their case as putative class action. With respect to the Settlement Class, the Court has found that the prerequisite for class action certification under Rule 23 are likely to be found to be satisfied for purposes of effectuating the Settlement.

Why Is There A Settlement?

25. The Court has not expressed any opinions or reached any decisions on the ultimate merits of Lead Plaintiffs' claims against BNYM. Instead, Lead Plaintiffs and BNYM have agreed to a Settlement to resolve the Action. In reaching the Settlement, the Parties have avoided the cost and time of further litigation, including the costs and expenses involved in taking this Action to trial, post-trial briefing and potential appeals. As with any litigation, Lead Plaintiffs would face an uncertain outcome if this case proceeded. Pursuing the Action against BNYM could result in a verdict offering relief greater than this Settlement, a verdict for less money than Lead Plaintiffs have obtained through this Settlement, or no recovery at all. Based on these risks and an evaluation of other unique risks presented by this case, Lead Plaintiffs and Lead Plaintiffs' Counsel believe the Settlement is in the best interests of all members of the Settlement Class. Additional

information concerning the Settlement and these factors is available on the website, www.bnymadrfxsettlement.com.

26. As stated above, the Settlement is the product of hard-fought, arm's-length negotiations between Lead Plaintiffs' Counsel and Defendant's Counsel, both of which are very experienced with respect to complex litigation of this type. Lead Plaintiffs' Counsel believe the proposed Settlement is fair, reasonable and adequate and in the best interest of the Settlement Class.

How Do I Know If I Am Part Of The Settlement Class?

27. The Settlement Class is defined as follows:

All entities and individuals who at any time during the period from January 1, 1997 through _____, 2019 held (directly or indirectly, registered or beneficially), or otherwise claim any entitlement to any payment (whether a dividend, rights offering, interest on capital, sale of shares, or other distribution) in connection with, any ADR for which BNYM acted as the depositary sponsored by an issuer that is identified in the attached Appendix. For avoidance of doubt, Settlement Class Members include all entities, organizations, and associations regardless of form, including investment funds and pension funds of any kind.

BNYM and its officers, directors, legal representatives, heirs, successors, corporate parents, subsidiaries, and/or assigns, other than Investment Vehicles³ (which are not excluded), are excluded from the Settlement Class only to the extent that such persons or entities had a proprietary (*i.e.*, for their own account) interest in any such ADR and not to the extent that they hold or held such ADR in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the definition of the Settlement Class. Also excluded from the Settlement Class are any persons and entities who or which exclude themselves from the Settlement Class by submitting a request for exclusion that is accepted by the Court.

³ "Investment Vehicle" means any investment company or pooled investment fund, including but not limited to mutual fund families, exchange-traded funds, funds of funds, private equity funds, real estate funds, and hedge funds, in which BNYM has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, general partner, managing member, or any other similar capacity.

PLEASE READ THIS NOTICE CAREFULLY TO DETERMINE WHETHER YOU ARE A SETTLEMENT CLASS MEMBER AND WHETHER YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

IF YOU ARE A NON-REGISTERED HOLDER SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED (OR RECEIVED) NO LATER THAN _____, 2019. YOU CAN OBTAIN A COPY OF THE CLAIM FORM, OR SUBMIT A CLAIM ONLINE, AT WWW.BNYMADRFXSETTLEMENT.COM.

PLEASE NOTE: If you are an ERISA Entity⁴, you may also have received notice concerning a proposed settlement in another action entitled *Carver, et al. v. Bank of New York Mellon, et al.*, No. 15-CV-10180 (JPO)(JLC) (S.D.N.Y.) (the “*ERISA Settlement*”). Detailed information regarding the *ERISA Settlement* can be found on the website www.BNYMADRERISASettlement.com. **The Settlement described in this Notice is separate from and in addition to the *ERISA Settlement* insofar as ERISA Entities are concerned. ERISA Entities eligible to participate in the *ERISA Settlement* can and should also consider submitting a claim to receive a distribution in connection with this Settlement.**

What Does The Settlement Provide?

28. The Settlement provides for \$72,500,000 to be paid by or on behalf of Defendant to settle the Action. The \$72,500,000, plus interest that accrues on this amount, will be distributed to the Settlement Class after costs, expenses and fees are deducted as described below. Lead Plaintiffs estimate, with the aid of their damages expert, that the amount of the Settlement represents approximately 23 percent of the total overcharges to the Settlement Class from the alleged ADR FX practices for the relevant ADRs. **This is only an estimate.** BNYM does not concede the accuracy of Lead Plaintiffs’ damages expert’s calculation, or that there were any damages. A Settlement Class Member’s Recognized Claim, as explained in the Plan of Allocation, reflects Lead Plaintiffs’ view of the purported margin(s) retained by BNYM for FX conversions of ADR cash distributions. A Settlement Class Member’s actual recovery will depend upon the net amount in the Settlement Fund (after the deduction of certain amounts as described herein and in the Stipulation, including Notice and Administration Costs, Court-approved attorneys’ fees and Litigation Expenses, including any Service Awards to Lead Plaintiffs, and Taxes and Tax Expenses), which will be allocated and paid to eligible Settlement Class Members according to the plan of allocation approved by the Court.

⁴ An “ERISA Entity” means an ERISA plan and any trust, pooled account, collective investment vehicle, or group insurance arrangement that files a Form 5500 annual return/report as a Direct Filing Entity (“DFE”) in accordance with the DFE Filing Requirements, such as a group trust, master trust investment account (MTIA), common/collective trust (CCT), pooled separate account (PSA), 103-12 investment entity (102-12 IE), group insurance arrangement (GSA), or collective investment vehicle that held plan assets as defined by the U.S. Department of Labor “Instructions for Form 5500, Annual Return/Report of Employee Benefit Plan.”

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29. The Settlement will provide for cash payments to Settlement Class Members who do not exclude themselves from the Settlement Class pursuant to ¶¶ 47-52 below. Registered Holder Settlement Class Members do not need to submit a Claim Form in order to be eligible for a payment from the Settlement. Non-Registered Holder Settlement Class Members must submit a valid Claim Form in order to be eligible to receive a payment from the Settlement.

30. If the Settlement is approved, the Court will enter a judgment (“Order and Final Judgment”). The Order and Final Judgment will dismiss with prejudice the claims alleged in the Action against Defendant, and pursuant to the Order and Final Judgment, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs and each member of the Settlement Class, on behalf of themselves and each of their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Claim (as defined below) against any of the Releasees (as defined below), and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Releasees.

31. “Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown (*i.e.*, “Unknown Claims” as defined below), asserted or unasserted, whether arising under federal, state, common, or foreign law, whether in connection with the applicable deposit agreements or otherwise, whether class, derivative, or individual in nature, that (a) were or could have been asserted in the Action, or in any other forum, that arise out of, are based upon, or relate in any way to the allegations set forth in any complaint or other pleading filed in the Action or (b) arise from, are based upon, or relate in any way to the conversion of foreign currency (including but not limited to any sale, receipt, price, charges, expenses, costs, margins, markup, spread, fee, profit, exchange, adjustment, deduction, or disclosure) in connection with the deposit agreements, depositary receipts, common share agreements and/or transfer agency, registrar, and dividend disbursing agreements, including but not limited to in connection with any payment, transfer, disbursement, or distribution (whether associated with a dividend, rights offering, interest on capital, sale of shares, stamp or other taxes, tax withholding or relief therefrom, or otherwise), in connection with any and all ADRs for which BNYM acted as the depositary at any time during the Settlement Class Period, *provided, however*, that the Released Claims shall not include claims under 29 U.S.C. § 1132(a) by participants, beneficiaries, trustees, or named fiduciaries of employee retirement plans for alleged breach of 29 U.S.C. §§ 1104, 1106 arising under the Employee Retirement Income Security Act of 1974, as amended. This release incorporates a waiver by Releasors of any limitation on the scope of the release that would otherwise exist under California Civil Law § 1542. “Released Claims” do not include claims arising out of, based upon, relating to, concerning, or in connection with the interpretation or enforcement of the terms of the Settlement.

32. “Releasees” means (a) BNYM, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries, and affiliates, and their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of BNYM), shareholders (in their capacity as shareholders of BNYM), attorneys, and legal representatives,

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and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing; (b) any custodians or subcustodians appointed by BNYM in its capacity as depositary with respect to any of the ADRs subject to this Settlement, solely in their capacity as such, and only with respect to the period that BNYM served as depositary, transfer agent, registrar, or dividend disbursing agent in connection with such ADRs; (c) any issuer of any foreign security deposited with BNYM in relation to any ADR subject to this Settlement, solely in its capacity as such, solely in relation to the conduct alleged in the Consolidated Complaint, and only with respect to the period that BNYM served as depositary, transfer agent, registrar, or dividend disbursing agent in connection with such ADR; and (d) any person or entity that converted currency on BNYM's behalf for distribution to ADR holders during the Settlement Class Period in relation to any of the ADRs subject to this Settlement, solely with respect to such currency conversion. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Releasee.

33. "Unknown Claims" means any and all claims that any Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Claims, and any and all claims that Defendant does not know or suspect to exist in its favor at the time of the release of the Released Defendant Claims, which if known to him, her or it might have affected his, her or its decision(s) with respect to the Settlement, including, but not limited to, his, her or its decision to object or not to object to the Settlement or not to exclude himself, herself or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendant Claims, the Parties stipulate and agree that, upon the Effective Date, each of the Lead Plaintiffs and Defendant shall expressly waive, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law that is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Lead Plaintiffs and Defendant acknowledge, and each of the Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

34. In addition, if the Settlement is approved, pursuant to the Order and Final Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendant shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendant Claim (as defined below) against the Releasors (as defined below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant Claims against any of the Releasors.

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35. “Released Defendant Claims” means any and all claims and causes of action of every nature and description, whether known or unknown (*i.e.*, “Unknown Claims” as defined above), asserted or unasserted, whether arising under federal, state, common, or foreign law, whether in connection with the applicable deposit agreements or otherwise, whether class, derivative, or individual in nature, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendant. “Released Defendant Claims” do not include claims arising out of, based upon, relating to, concerning, or in connection with the interpretation or enforcement of the terms of the Settlement.

36. “Releasors” means Lead Plaintiffs and each and every Settlement Class Member on their own behalf and on behalf of their respective predecessors, successors, beneficiaries, and assigns, direct and indirect parents, subsidiaries and affiliates, their current and former officers, directors, employees, agents, and legal representatives, and the predecessors, successors, heirs, executors, administrators, beneficiaries, and assigns of each of the foregoing, in their capacities as such. With respect to any Settlement Class Member that is a government entity, Releasors include any Settlement Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasor.

37. **Please Note:** The complete terms of the Settlement are set forth in the Stipulation which may be viewed on the website www.bnymadrfxsettlement.com.

How Do I Participate In The Settlement? What Do I Need To Do?

38. If you do not receive/have not received a Post-Card Notice in the mail, you are a Non-Registered Holder Settlement Class Member. Non-Registered Holder Settlement Class Members are Settlement Class Members who are not listed in the records of BNYM’s transfer agent or whose contact, holding, and distribution information has not been provided by BNYM’s transfer agent, including those Settlement Class Members who hold (or held) their eligible securities through a bank, broker or other nominee rather than directly. If you are a Non-Registered Holder Settlement Class Member and you wish to be eligible to receive a payment from the proceeds of the Settlement, you must timely complete and return the Claim Form with adequate supporting documentation *postmarked, or submitted online, no later than* _____, 2019. You can go to www.bnymadrfxsettlement.com to submit a Claim. You can also obtain a copy of the Claim Form on the website, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-866-447-6210 or by sending an email to the Claims Administrator at info@bnymadrfxsettlement.com. Please retain all records of your holdings in the eligible ADRs, as they may be needed to document your claim. **If you are a Non-Registered Holder Settlement Class Member and do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund, but will still be bound by all the terms in the Stipulation and Settlement, including the terms of any orders by the Court and the Releases provided for therein and described above.**

39. If you receive/have received a Post-Card Notice in the mail in connection with this Settlement, you are a Registered Holder Settlement Class Member (*i.e.*, you hold (or held) the ADRs covered by this Action directly through BNYM, are listed in the records of BNYM’s transfer

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agent with respect to such holdings, and your contact, holding, and distribution information was provided to the Claims Administrator by BNYM's transfer agent) and you ***do not*** have to take any further action in order to participate in the Settlement and be potentially eligible to receive a payment from the proceeds of the Settlement. The Post-Card Notice you received contains a unique Claim Number and PIN. You can use your Claim Number and PIN to assess information regarding the eligible ADRs you held and the cash distributions you received in connection with such holdings that was obtained from BNYM's transfer agent on the website www.bnymadrfxsettlement.com. **Please Note: If you are a Registered Holder Settlement Class Member, your Recognized Claim and payment amount will be calculated pursuant to the information provided by BNYM's transfer agent. It is important that you review the holding and distribution information set forth on the website to confirm that it is accurate and complete. If the information regarding your holdings and cash distribution is incorrect or incomplete, you must notify the Claims Administrator (as set forth in ¶ 73 herein) immediately. If the Claims Administrator does not hear from you, it will assume the information set forth on the website is correct and complete, and will use this information to calculate your Claim.**

40. Settlement Class Members who exclude themselves from the Settlement Class pursuant to ¶¶ 57-72 below, will not receive a payment from the Net Settlement Fund.

41. **PLEASE NOTE:** As mentioned above, if you are an ERISA Entity, you may also have received notice concerning a proposed settlement in another action entitled *Carver, et al. v. Bank of New York Mellon, et al.*, No. 15-CV-10180 (JPO)(JLC) (S.D.N.Y.) (the "*ERISA Settlement*"). Detailed information regarding the *ERISA Settlement* can be found on the website www.BNYMADRERISASettlement.com. **The Settlement described in this Notice is separate from and in addition to the ERISA Settlement insofar as ERISA Entities are concerned. ERISA Entities eligible to participate in the ERISA Settlement can and should also consider submitting a claim to receive a distribution in connection with this Settlement.**

What Will Be My Share Of The Settlement Fund?
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42. At this time, it is not possible to make a precise determination as to the amount of any payment that any individual Settlement Class Member may receive from the Settlement.

43. Exhibit 1 to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Recipients, as proposed by Lead Plaintiffs and Lead Plaintiffs' Counsel. At the Final Approval Hearing, Lead Plaintiffs' Counsel will request that the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Settlement Class.

44. The Plan of Allocation describes the manner by which the Net Settlement Fund will be distributed to eligible Settlement Class Members. In general, the Net Settlement Fund will be allocated to (i) Registered Holder Settlement Class Members and (ii) Non-Registered Holder Settlement Class Members who submit valid Claim Forms. The amount paid to each Authorized Recipient will depend on each Authorized Recipient's calculated Recognized Claim, as defined in the Plan of Allocation below, relative to the Recognized Claims of other Authorized Recipients.

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Because the Net Settlement Fund most likely will be less than the total losses alleged to have been suffered in the Action, an Authorized Recipient's proportionate recovery most likely will be less than their alleged loss.

45. The tax treatment of any distribution varies based upon the recipient's tax status and treatment of its investments. The tax treatment of any distribution from the Net Settlement Fund is the responsibility of each recipient. You should consult your tax advisor to determine the tax consequences, if any, of any distribution to you.

When Will I Receive My Payment?

46. Payment is conditioned on several matters, including the Court's approval of the Settlement and that approval becoming Final and no longer subject to any appeals. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Recipients will be made after any appeals are resolved and after the completion of all Claims processing. Please be patient, as this process can take some time to complete.

Can I Exclude Myself From The Settlement Class?

47. Yes. You may request to be excluded (also referred to as "opting-out") from the Settlement Class. If you request exclusion, (a) you will *not* participate in any distribution of the Net Settlement Fund and will not receive any part of the Settlement Amount; (b) you will not be bound by the terms of the Settlement, including the Releases, and you will retain any right to file your own lawsuit concerning the Released Claims; and (c) you will not be able to object to the Settlement.

48. In the event you wish to exclude yourself from the Settlement Class, you must submit a written Request for Exclusion, which must be ***received no later than*** _____, **2019**, to:

Bank of New York Mellon ADR FX Settlement
c/o KCC Class Action Services
EXCLUSIONS
P.O. Box 505030
Louisville, KY 40233-5030

49. In order to be valid, your Request for Exclusion must set forth: (i) your name; (ii) your address; (iii) your telephone number; (iv) the identity of the ADRs listed on the attached Appendix that you held and the cash payments you received per eligible ADR during the relevant time period; and (v) a statement that you wish to be excluded from the Settlement Class in the Action.

50. **To be effective, your Request for Exclusion must be received no later than _____, 2019.** Unless otherwise ordered by the Court, any Settlement Class Member who does not submit a timely and valid Request for Exclusion as provided herein shall be bound by the Settlement. Do not request exclusion if you wish to participate in the Settlement.

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51. You cannot exclude yourself on the Settlement website, by telephone or by email. If you do not follow these procedures – including meeting the deadline for requesting exclusion set forth above – you will not be excluded from the Settlement Class, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims.

52. **Please Note:** If you decide to exclude yourself from the Settlement Class, there is a risk that any lawsuit you may file to pursue claims alleged in the Action may be dismissed, including because the suit is not filed within the applicable time periods required for filing suit. BNYM will have the right to assert any and all defenses it may have to any claims you seek to assert. Also, BNYM may terminate the Settlement if potential Settlement Class Members who meet certain criteria exclude themselves from the Settlement Class.

THE LAWYERS REPRESENTING YOU

Do I Have A Lawyer In This Case?

53. Kessler Topaz Meltzer & Check, LLP and Lieff Cabraser Heimann & Bernstein, LLP are Lead Plaintiffs' Counsel for Lead Plaintiffs and the Settlement Class in the Action. You will not be charged directly by Lead Plaintiffs' Counsel or any other firms representing Lead Plaintiffs in this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will The Lawyers Be Paid?

54. Lead Plaintiffs' Counsel, on behalf of all plaintiffs' counsel, will apply to the Court for an award of attorneys' fees and reimbursement of Litigation Expenses. Lead Plaintiffs' Counsel's application for attorneys' fees will not exceed 30% of the Settlement Fund plus reimbursement of Litigation Expenses not to exceed \$1,750,000 incurred in connection with the prosecution and resolution of this Action. Lead Plaintiffs' Counsel's application for attorneys' fees and Litigation Expenses, which may include requests for Service Awards to Lead Plaintiffs up to an aggregate amount of \$40,000, will be filed by _____, 2019, and the Court will consider this application at the Final Approval Hearing. Once filed, a copy of Lead Plaintiffs' Counsel's application for fees and expenses will be available for review at www.bnymadrfxsettlement.com. Any award of attorneys' fees and reimbursement of Litigation Expenses, including any Service Awards to Lead Plaintiffs, will be paid from the Settlement Fund prior to allocation and payment to Authorized Recipients. ***Settlement Class Members are not personally liable for any such attorneys' fees or expenses.***

55. To date, neither Lead Plaintiffs' Counsel nor any other firms representing Lead Plaintiffs, have received any payment for their services in prosecuting this Action on behalf of the Settlement Class, nor have any counsel been reimbursed for their out-of-pocket expenses incurred in connection with litigating this Action. The attorneys' fees requested by Lead Plaintiffs' Counsel will compensate counsel for their efforts in achieving the Settlement for the benefit of the

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Settlement Class and for their risk in undertaking this representation on a contingency basis. The Court will determine the actual amount of the award.

56. By following the procedures described in ¶¶ 57-63 below, you can tell the Court that you do not agree with the attorneys' fees and expenses Lead Plaintiffs' Counsel intend to seek and ask the Court to deny their motion or limit the award.

OBJECTIONS

How Do I Tell The Court If I Do Not Like The Settlement?

57. Any Settlement Class Member may appear at the Final Approval Hearing and explain why it thinks the Settlement of the Action as embodied in the Stipulation should not be approved as fair, reasonable and adequate and why a judgment should not be entered thereon, why the attorneys' fees and expenses of Lead Plaintiffs' Counsel should not be awarded, in whole or in part, or why Lead Plaintiffs should not be awarded any Service Awards, in whole or in part. However, no Settlement Class Member shall be heard or entitled to contest these matters unless such Settlement Class Member has filed a written objection with the Court.

58. To object, you must send a letter or other written statement saying that you object to the Settlement, the Plan of Allocation, and/or Lead Plaintiffs' Counsel's request for attorneys' fees and Litigation Expenses (including Service Awards) in *In re: The Bank of New York Mellon*, No. 16-CV-00212-JPO-JLC. You must (i) include your name, address, telephone number, and signature, (ii) indicate whether the objection applies only to the objector, to a specific subset of the Settlement Class or to the entire Settlement Class, and (iii) provide a full explanation of all reasons why you object to the Settlement and state with specificity the grounds for the objection, including any legal and evidentiary support you wish to bring to the Court's attention. You must also include documents sufficient to prove your membership in the Settlement Class, including any of the ADRs listed on the attached Appendix that you held and the cash distributions you received in connection with such holdings during the relevant time period.

59. **Your written objection must be filed with the Court, and served by mail upon the counsel listed below by no later than _____, 2019:**

CLERK'S OFFICE	LEAD PLAINTIFFS' COUNSEL	DEFENDANT'S COUNSEL
United States District Court Southern District of New York Clerk of the Court Thurgood Marshall United States Courthouse 40 Foley Square New York, NY 10007	Sharan Nirmul, Esq. Kessler Topaz Meltzer & Check, LLP 280 King of Prussia Road Radnor, PA 19087 Daniel P. Chiplock, Esq. Lieff Cabraser Heimann & Bernstein, LLP 250 Hudson Street	Elizabeth M. Sacksteder, Esq. Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064

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	8th Floor New York, NY 10013-1413	
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60. You may file a written objection without having to appear at the Final Approval Hearing. You may not, however, appear at the Final Approval Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

61. If you wish to be heard orally at the Final Approval Hearing, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Plaintiffs' Counsel and Defendant's Counsel at the addresses set forth above so that it is ***received on or before*** _____, 2019. Persons who intend to object and desire to present evidence at the Final Approval Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such Persons may be heard orally at the discretion of the Court.

62. You are not required to hire an attorney to represent you in making written objections to any aspect of the Settlement or in appearing at the Final Approval Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Plaintiffs' Counsel and Defendant's Counsel at the addresses set forth above so that the notice is ***received on or before*** _____, 2019.

63. **UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT, THE PLAN OF ALLOCATION AND/OR THE REQUESTS FOR ATTORNEYS' FEES AND LITIGATION EXPENSES, INCLUDING ANY SERVICE AWARDS.**

THE COURT'S FINAL APPROVAL HEARING

When And Where Will The Court Decide Whether To Approve The Settlement?

64. The Court will hold a Final Approval Hearing at __:__ .m. on _____, 2019, before the Honorable J. Paul Oetken in Courtroom 706 of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007.

65. **IF YOU DO NOT WISH TO OBJECT TO THE SETTLEMENT, PLAN OF ALLOCATION OR THE REQUESTS FOR ATTORNEYS' FEES AND LITIGATION EXPENSES (INCLUDING ANY SERVICE AWARDS), YOU NEED NOT ATTEND THE FINAL APPROVAL HEARING.**

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66. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement. The Court will also consider any motions for attorneys' fees, expenses of plaintiffs' counsel, and Service Awards for Lead Plaintiffs, as well as the proposed Plan of Allocation. We do not know how long these decisions will take.

Do I Have To Come To The Hearing?

67. No. Lead Plaintiffs' Counsel will answer any questions that the Court may have about the Settlement at the Final Approval Hearing. You are not required to attend the Final Approval Hearing but are welcome to come at your own expense. If you send an objection, you do not have to come to Court to discuss it. As long as you filed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You may also have your own lawyer attend the Final Approval Hearing at your expense, but such attendance is not mandatory. *See* ¶¶ 57-63 above.

68. **The Final Approval Hearing may be rescheduled by the Court without further notice to the Settlement Class. If you wish to attend the Final Approval Hearing, you should confirm the date and time with Lead Plaintiffs' Counsel.**

May I Speak At The Hearing?

69. If you are a Settlement Class Member and you have filed a timely objection, and if you wish to speak, present evidence or present testimony at the Final Approval Hearing, you must state in your objection your intention to do so, and must identify any witnesses you intend to call or evidence you intend to present. *See* ¶ 61 above.

IF YOU DO NOTHING

What Happens If I Do Nothing At All?

70. If you are a member of the Settlement Class and do nothing and the Settlement is approved, you will be bound by the terms of the Settlement and you will be deemed to have released all Released Claims against all of the Releasees.

71. If you are a Registered Holder Settlement Class Member and do nothing, you will receive your *pro rata* payment from the Settlement as described in the Plan of Allocation attached hereto as Exhibit 1, or according to such other plan of allocation the Court approves. The Claims Administrator will calculate your Recognized Claim using the information regarding your cash distributions provided by BNYM's transfer agent. However, if you are a Non-Registered Holder Settlement Class Member and do nothing, you will not be eligible to receive a payment from the Settlement. **If you are a Non-Registered Holder Settlement Class Member you must submit a valid Claim Form to be eligible to receive a payment from the Settlement.**

GETTING MORE INFORMATION

How Do I Get More Information?

72. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. Additionally, copies of the Stipulation, this Notice, the Claim Form, the proposed Order and Final Judgment, and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.bnymadrfxsettlement.com.

73. All inquiries concerning this Notice and the Claim Form, or requests for additional information, should be directed to:

Bank of New York Mellon ADR FX Settlement
c/o KCC Class Action Services
P.O. Box 505030
Louisville, KY 40233-5030
1-866-447-6210
info@bnymadrfxsettlement.com

Court-Approved Claims Administrator

and/or

Sharan Nirmul, Esq.
**KESSLER TOPAZ MELTZER
& CHECK, LLP**
280 King of Prussia Road
Radnor, PA 19087
(610) 667-7706
info@ktmc.com

Daniel P. Chiplock, Esq.
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street
8th Floor
New York, NY 10013-1413
info@lieffcabraser.com

Lead Plaintiffs' Counsel for the Settlement Class

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANT OR ITS COUNSEL REGARDING THIS NOTICE.

Dated:

By Order of the Court
United States District Court
Southern District of New York

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APPENDIX

ISSUER	CUSIPs
ABI SAB GROUP HOLDING LTD	78572M105 836216309 836220103
ACCOR SA	00435F101 00435F309
ADIDAS AG	00687A107
ADMINISTRADORA DE FONDOS DE PE	00709P108
AES TIETE ENERGIA SA	00809V203 00808P207 00808P108
AIXTRON SE	009606104
ALCATEL-LUCENT SA	013904305
ALLIED IRISH BANKS PLC	019228402 019228303
ALSTOM SA	021244108
ALTANA AG	02143N103
ALUMINA LTD	022205108
AMBEV SA	20441W203 02319V103
ANGLO AMERICAN PLC	03485P102 03485P300
ANGLO PLATINUM	035078104
ANGLOGOLD ASHANTI LTD	035128206 043743103 043743202
ANHEUSER-BUSCH INBEV SA/NV	03524A108 157123209 40051F100 74838Y207
ARKEMA SA	041232109
ARM HOLDINGS PLC	042068106
ASSICURAZIONI GENERALI SPA	465234102
ASTRA AB	046298105 046298204

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ISSUER	CUSIPs
AUSTRALIA & NEW ZEALAND BANKIN	052528304
AV GOLD	035134303
AXA SA	054536107 149188104 866791106
B.A.	060587508 060593100
BANCO BILBAO VIZCAYA ARGENTARI	059458208 059456202 059456301 059456103 058925108 05946K101 059594408 059594507 07329Q507 07329Q200 07329Q309
BANCO COMERCIAL PORTUGUES SA	059479303 059479709
BANCO DO BRASIL SA	059578104
BANCO POPOLARE SC	059471102 059633107
BANCO SANTANDER BRASIL SA	05964H105 05967A107
BANCO SANTANDER CHILE	05965F108 05965X109
BANK OF IRELAND	46267Q103
BANK OF TOKYO-MITSUBISHI FJ L	065379109
BARCLAYS AFRICA GROUP LTD	06738E204 06742G302 06739H776 06739H511 06739H362 06739F390
BASF SE	055262505 019097104
BASS PLC	069904209

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ISSUER	CUSIPs
BAT INDUSTRIES PLC	055270508
BAYER AG	072730302
BBVA BANCO FRANCES SA	059591107 07329M100
BG GROUP LTD	055434203 052578408 055434104 780259206 780259107
BIDVEST GROUP LTD/THE	088836101 088836200 088836309
BILLABONG INTERNATIONAL	090055104
BLUE CIRCLE INDUSTRIES	095342408 095342507
BNP PARIBAS SA	05565A202 05565A103 066747106
BOEHLER-UDDEHOLM AG	097356307
BRASIL TELECOM PARTICIPACOES S	10553M101 10553M200 105530109 670851104 670851203
BRASILAGRO - CO BRASILEIRA DE	10554B104
BRASKEM SA	105532105 217252105 86959M101
BRF SA	10552T107 71361V204 71361V303 71361V105
BRITISH AMERICAN TOBACCO PLC	110448107
BRITISH STEEL	111015301
BUNZL PLC	120738406 120738307
BURMAH CASTROL PLC	122169303
CENCOSUD SA	15132H101

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ISSUER	CUSIPs
	802233106
CENTRICA PLC	15639K102 15639K201 15639K300
CHILCOTT UK LTD	363240102 93443W109
CHINA AGRI-INDUSTRIES HOLDINGS	16940R109
CHORUS LTD	17040V107
CHUNGHWA TELECOM CO., LTD.	17133Q205
CIA BRASILEIRA DE DISTRIBUICAO	20440T201 20440T102
CIA CERVEJARIA BRAHMA	20440X103 20440X202
CIA DE BEBIDAS DAS AMERICAS-AM	20441W104
CIA DE SANEAMENTO BASICO DO ES	20441A102
CIA DE TRANSMISSAO DE ENERGIA	20441Q107 20441Q206
CIA ENERGETICA DE SAO PAULO	20440P209 20440P407
CIA PARANAENSE DE ENERGIA	20441B308 20441B407
CIE FINANCIERE RICHEMONT SA	204318109
COCA COLA HELLENIC BOTTLING CO	1912EP104
COCA-COLA AMATIL LTD	191085208
COCA-COLA FEMSA SAB DE CV	191241108
COFLEXIP SA	192384105
COMMERZBANK AG	202597308 202597605
COMMONWEALTH BANK OF AUSTRALIA	202712303 202712600
COMP. DE GERACAO DE ENERGIA EL	20441P109 20441P208 20441R204 20441R105 264398108 264398207
COMPASS GROUP PLC	20449X104 20449X203

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ISSUER	CUSIPs
	20449X302
CONTINENTAL AG	210771200
CONVERIUM	21248N107
CORUS GROUP LTD	22087M101
COSCO SHIPPING INTERNATIONAL S	22112Y203
CRANEWARE PLC	224465104
CRAYFISH CO. LTD.	225226208
CREDIT SUISSE GROUP AG	225401108
CRH PLC	12626K203
CRUCCELL NV	228769105
DAI NIPPON PRINTING CO LTD	233806306
DANKA BUSINESS SYSTEMS PLC	236277109
DBS GROUP HOLDINGS LTD	23304Y100
DELHAIZE GROUP SCA	29759W101
DEUTSCHE BANK AG	251525309
DEUTSCHE LUFTHANSA AG	251561304 549836500
DEUTSCHE POST AG	25157Y202
DIAGEO PLC	25243Q205 25243Q106 402033302
DOLLAR PREF RESTRICTED 4-2 B E	6162*1019 6162*1017
DOMINION MINING LTD	257457309
DRDGOLD LTD	26152H103 26152H301 266597301
DRESDNER BANK AG	261561302 261561401
DUCATI MOTOR HOLDING SPA	264066101
ELETROPAULO METROPOLITANA ELET	286203302
ELF AQUITAINE SA	286269105
EMBOTELLADORA ANDINA SA	29081P204 29081P303

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ISSUER	CUSIPs
EMBRATEL PARTICIPACOES SA	29081N100 29081N209
EMPRESAS ICA SAB DE CV	292448107
ENGIE BRASIL ENERGIA SA	892360108 29286U107 892360306
ENI LASMO PLC	501730204
ENI SPA	26874R108
ENIIM 10 PERP	501730303
ERSTE GROUP BANK AG	296036304
EVRAZ HIGHVELD STEEL & VANADIU	30050A301
FERGUSON PLC	97786P100
FIBRIA CELULOSE SA	92906P106
FILA HOLDING S.P.A	316850106
FOMENTO ECONOMICO MEXICANO SAB	344419106
FOSTER'S GROUP PTY LTD	350258307
FRESENIUS MEDICAL CARE AG & CO	358029106 358029205
GALLAHER GROUP LTD	363595109
GATES WORLDWIDE LTD	890030208
GAZPROM NEFT PJSC	36829G107
GAZPROM PJSC	47973C305 753317304 753317205 753317106
GENESYS	37185M209
GERDAU SA	373737105
GETLINK SE	39944Q109
GLAXOSMITHKLINE PLC	37733W105
GOL LINHAS AEREAS INTELIGENT	38045R107
GOLD FIELDS LTD	262026503 38059R100 38059T106 380596205

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ISSUER	CUSIPs
	957654304
GRUPO AEROPORTUARIO DEL CENTRO	400501102
GRUPO AEROPORTUARIO DEL PACIFI	400506101
GRUPO AEROPORTUARIO DEL SUREST	40051E202
GRUPO CASA SABA SAB DE CV	40048P104
GRUPO ELEKTRA, S.A. DE C.V.	40050A102
GRUPO FINANCIERO BANORTE SAB D	400486106 059456400 059456509 40051M105 40052P107 400486304 40051M204
GRUPO MEX DESARROLLO	40048G104 40048G203
GRUPO TELEVISA SAB	40049J206
HANNOVER RUECK SE	410693105
HARMONY GOLD MINING CO LTD	413216300
HBOS PLC	42205M106
HELLENIC TELECOMMUNICATIONS OR	423325307
HENKEL AG & CO KGAA	42550U109 42550U208
HILLSDOWN HOLDINGS PLC	432586204
HMS HYDRAULIC MACHINES & SYSTE	40425X100
HOECHST GMBH	434390308
HOT TELECOMMUNICATION SYSTEM L	576561104
HYDROMET CORP LTD	449003102
IGATE COMPUTER SYSTEMS LTD	703248203
IMPERIAL HOLDINGS LTD	452833106 452833205
INCITEC PIVOT LTD	45326Y206
INDOSAT TBK PT	744383100
INDUSIND BANK LTD	45579Q108

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ISSUER	CUSIPs
INDUSTRIAS BACHOCO SAB DE CV	456463108
INDUSTRIE NATUZZI S.P.A.	456478106
INFORMA PLC	093529204 45672B206 45672B305 90265U203 90969M101
INTERCONTINENTAL HOTELS GROUP	45857P103 458573102 458573201
INTERNATIONAL POWER LTD	46018M104
INTESA SANPAOLO SPA	05944F104 46115H107
INVENSYS LTD	461204109
INVERSIONES AGUAS METROPOLITAN	46128Q201
ITAU UNIBANCO HOLDING SA	059602102 465562106 059602201 90458E107
J SAINSBURY PLC	466249208
JOHNSON MATTHEY PLC	479142309 479142408 479142507
JULIUS BAER GROUP LTD	481369106
KIDDE PLC	493793103
KINGFISHER PLC	495724403 495724205 495724304
KINGSGATE CONSOLIDATED LTD	496362104
KLABIN SA	45647P108 49834M100
KOMATSU LTD	500458401
KOMERCNI BANKA AS	500459409
KONINKLIJKE AHOLD N.V.	500467303 500467402 500467AA3

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ISSUER	CUSIPs
KOOR INDUSTRIES LTD	500507108
KROTON EDUCACIONAL SA	50106A402
KUMBA IRON ORE LTD	50125N104
LADBROKE GROUP INC	505727305 505730101
LAGARDERE SCA	507069102
LAN AIRLINES S.A.	501723100
LEGAL & GENERAL GROUP PLC	52463H103
LENDLEASE GROUP	526023205
LHR AIRPORTS LTD	05518L206
LIBERTY GROUP LTD	140487109 530616101 53055R103 53055R202 530706100 530706209
LIHIR GOLD LTD	532349206 532349107
LLOYDS BANKING GROUP PLC	539439109
LONMIN PLC	54336Q104 54336Q203 543374409
LUKOIL PJSC	69343P105 677862104 677862807 677862302 677862203
LUXOTTICA GROUP SPA	55068R202
LVMH MOET HENNESSY LOUIS VUITT	502441207
MACQUARIE GROUP LTD	55607P105 55607P204
MADECO, S.A.	556304103 556304202
MAHANAGAR TELEPHONE NIGAM LTD	559778402
MAKITA CORP	560877300
MANNESMANN A.G.	563775303

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ISSUER	CUSIPs
MASISA SA	574799102 574800108
MASSMART HOLDINGS LTD	576290100
METSO OYJ	592671101 754183101 920232303
MIZUHO FINANCIAL GROUP INC	359558103 60687Y109
MMC NORILSK NICKEL PJSC	46626D108 55315J102
MMI HOLDINGS LTD/SOUTH AFRICA	55314H107
MOBILE TELESYSTEMS PJSC	61946A106
MOL HUNGARIAN OIL & GAS PLC	831595202
MOSENERGO PJSC	037376100 037376308
MTN GROUP LTD	62474M108
NATIONAL AUSTRALIA BANK LTD	632525408
NATIONAL BANK OF GREECE SA	633643507 633643408
NATIONAL GRID	636274102 636274300 636274409
NATIONAL POWER PLC	637194408
NATUZZI SPA	63905A101
NEC CORP	629050204 81661W109
NEDBANK GROUP LTD	63975P103 63975K104 63975P202
NET SERVICOS DE COMUNICACAO SA	37957X102
NEWCREST MINING LTD	651191108
NEWMONT AUSTRALIA PTY LTD	390290104 656190105 656190204
NIPPON YUSEN KK	654633304

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ISSUER	CUSIPs
NOMURA HOLDINGS INC	65535H208
NTT DOCOMO INC	62942M201 62942M102 629424201 62942M300 629424102 629424508 629424409
ORANGE POLSKA SA	87943D108
ORANGE SA	35177Q105 35177Q204 35177QAB1
ORKLA ASA	686331109
PARTNER COMMUNICATIONS CO LTD	70211M109
PEARSON PLC	705015105
PERNOD RICARD SA	019121102 714264108
PETROCHINA CO LTD	71646E100
PETROLEO BRASILEIRO SA	71654V101 71654V408
PFLN 1.35	74050U206
PHAROL SGPS SA	737273102
POLSKI KONCERN NAFTOWY ORLEN S	731613402
POLYUS PJSC	678129107 73181P102
POWERGEN LTD	738905405
PREMIER FARNELL LTD	74050U107
PROVIDENT FINANCIAL PLC	74387B103
PUBLICIS GROUPE SA	74463M106 F76080112 785144205
QANTAS AIRWAYS LTD	74726M406 74726M505
QBE INSURANCE GROUP LTD	74728G605
RACAL ELECTRONICS PLC	749815403

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ISSUER	CUSIPs
RANDSTAD UK HOLDING LTD	81617E203
RBS 11.2 PERP	780097309
RBS 6.35 PERP	780097770
RBS 8 1/2 PERP	780097804 780097853
RBS 8.1 PERP	780097705
RBS 8.2125 PERP	780097606
RBS 9 1/2 PERP	780097408
REED ELSEVIER NV	758204101 758205108 758204200 758205207
RENTOKIL INITIAL PLC	760125104
REPSOL SA	76026T205
REXAM LTD	761655406 761655505 761655604
RHODIA SA	762397107 762397206
RIO TINTO FRANCE SAS	705151207
RIO TINTO PLC	767202104 767204100 045074101 126170505 74974K706
ROCHE HOLDING AG	771195104 771195401
ROLLS-ROYCE HOLDINGS PLC	775781206
ROYAL BANK OF SCOTLAND/ABN	780097721 780097739
RUSHYDRO PJSC	466294105 782183123 782183131 782183404 466294204
RWE AG	74975E303 74975E402
RWE GENERATION UK HOLDINGS PLC	45769A103

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ISSUER	CUSIPs
RYANAIR HOLDINGS PLC	783513104
SADIA SA	786326108
SANOFI	80105N105 762426AC8 762426401 80105N204
SANTANDER UK PLC	002920106 002920700
SANUK 8 3/4 PERP	002920205
SAP SE	803054204 803054303
SAPPI LTD	803069103 803069202 108510041
SASOL LTD	803866300
SBERBANK OF RUSSIA PJSC	80585Y308
SCOR SE	80917Q106
SCOTTISH POWER PLC	81013T408 81013T705
SEGA SAMMY HOLDINGS INC	815794102
SEKISUI HOUSE LTD	816078307
SERONO	81752M101
SEVERSKY TUBE WORKS PJSC	818146102
SHELL TRANSPORT & TRADING CO L	822703609
SHISEIDO CO LTD	824841407
SHOPRITE HOLDINGS LTD	82510E209
SIBANYE GOLD LTD	03840M109 825724206
SIGNET JEWELERS LTD	82668L872
SIMS METAL MANAGEMENT LTD	829160100
SIX CONTINENTS LTD	830018107
SKY PLC	111013108
SMITHKLINE BEECHAM LTD	832378301

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ISSUER	CUSIPs
SOCIEDAD QUIMICA Y MINERA DE C	833636103
SOCIEDAD QUMICA Y MINERA DE CHILE	833635105
SOCIETE GENERALE SA	784320103 784320202 83364L109
SODEXO SA	833792104
SOFTBANK GROUP CORP	471104109
SOUTHERN ELECTRIC PLC 144A	842809709 842809402
SPARK NEW ZEALAND LTD	84652A102 879278307 879278208
SSE PLC	810133405 810133702 81012K309
STANDARD BANK GROUP LTD	853118206
STATOIL ASA	85771P102
SUBMARINO S.A. - REG S	86431P300 86431P508
SUMITOMO MITSUI FINANCIAL GROU	865622104
SUNCORP GROUP LTD	867232100
SURGUTNEFTEGAS OJSC	46625F104 868861204 868861105
SVENSKA CELLULOSA AB SCA	869587402
SWEDISH MATCH AB	870309507
SWIRE PACIFIC LTD	870794302 870794401 870797404
SWISSCOM AG	871013108
SYNGENTA AG	87160A100
TABCORP HOLDINGS LTD	873306203
TATA COMMUNICATIONS LTD	876564105 92659G402 92659G600 92659G303

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ISSUER	CUSIPs
TATE & LYLE PLC	876570607
TATNEFT PJSC	03737P207 03737P108 65486P100 876629205
TDC A/S	87236N102
TELE CELULAR SUL PART S.A.	879238103
TELE CENTRO OESTE CELULAR PART	87923P105
TELE NORDESTE CELULAR PARTICIP	87924W109
TELE NORTE LESTE PARTICIPACOES	87924Y105 879246106
TELE SUDESTE CELULAR PARTICIPA	87943B102 879252104
TELE2 AB	87952P109 87952P208
TELECOMUNICACOES BRASILEIRAS S	879287209
TELEKOM AUSTRIA AG	87943Q109
TELEKOMUNIKASI INDONESIA PERSE	715684106
TELEMIG CELULAR PARTICIPACOES	87944E105
TELESP PARTICIPACOES S.A.	87952L108 87952K100
TELKOM SA SOC LTD	879603108
TELSTRA CORP LTD	87969N204 87969N303 87969N105
TERNIUM MEXICO SA DE CV	880890108
TESCO PLC	881575302 098561202
TEVA PHARMACEUTICAL INDUSTRIES	881624209 16361E108 50540H104
TIGER BRANDS LTD	88673M102 88673M201 886911106

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ISSUER	CUSIPs
TMK PJSC	87260R300
TOTAL SA	89151E109 716485206
TRANSCOM WORLDWIDE SA	893234104 893545103 893545202 894116102
TREND MICRO INC/JAPAN	89486M206
TURKIYE GARANTI BANKASI AS	900148305 900148701 900151101
TV AZTECA SAB DE CV	901145102
UBS AG	90261R105
ULTRAPAR PARTICIPACOES SA	90400P101
UNIBAIL-RODAMCO SE	960224103
UNIFIED ENERGY SYSTEM OAO	904688108 904688405
UNION ANDINA DE CEMENTOS SAA	904845104
UNITED OVERSEAS BANK LTD	911271302 910903301
USINAS SIDERURGICAS DE MINAS G	917302408
VAN DER MOOLEN HOLDING NV	921020103
VEOLIA ENVIRONNEMENT SA	92334N103
VIMPEL-COMMUNICATIONS PJSC	92719A106 92719A304
VINA CONCHA Y TORO SA	927191106
VIVENDI SA	137041208 204390108 419312202 92851S105 92851S204
VODAFONE AIRTOUCH PLC	92857T107
VODAFONE GROUP PLC	92857W308 698113107 87926R108 92857W209 92857W100

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ISSUER	CUSIPs
	92858M101
WACOAL HOLDINGS CORP	930004205
WAL-MART DE MEXICO SAB DE CV	93114W107
WAVECOM SA	943531103
WESTPAC BANKING CORPORATION	789547106 961214301
WIND HELLAS TELECOMMUNICATIONS	859823106 88706Q104
WMC LIMITED	928947100 92928R106
WOODSIDE PETROLEUM LTD	980228308
WOOLWORTHS HOLDINGS LTD/SOUTH	480209402 98088R109 98088R505
ZURICH INSURANCE GROUP AG	01959Q101 98982M107 989825104

EXHIBIT 1**PLAN OF ALLOCATION OF NET SETTLEMENT FUND**

The plan of allocation set forth below (“Plan of Allocation” or “Plan”) is the plan for allocating the Net Settlement Fund to Authorized Recipients that is being proposed by Lead Plaintiffs and Lead Plaintiffs’ Counsel. In accordance with the Settlement, the Net Settlement Fund will be allocated to (i) Registered Holder Settlement Class Members and (ii) Non-Registered Holder Settlement Class Members who submit valid Claim Forms. The Court may approve the below Plan, or modify it, without additional notice to the Settlement Class. Any order modifying the Plan will be posted on the website for the Settlement, www.bnymadrfxsettlement.com.

The objective of the Plan is to equitably distribute the Net Settlement Fund among as many Settlement Class Members as possible. The Plan is based on Lead Plaintiffs’ view of the average margin per ADR that BNYM retained on FX conversions of ADR dividends and cash distributions as determined by Lead Plaintiffs’ damages expert. BNYM produced data concerning the amount (if any) it retained for cash distributions issued for the ADRs listed in the Appendix hereto between January 1, 1997 and December 31, 2017, inclusive. Utilizing this data, Lead Plaintiffs’ damages expert calculated the average margin per ADR across the Settlement Class Period. BNYM does not concede the accuracy of Lead Plaintiffs’ damages expert’s calculation, or that there were any damages. The Plan is intended to be generally consistent with an assessment of, among other things, the damages that Lead Plaintiffs and Lead Plaintiffs’ Counsel believe could have been recovered for the claims asserted in the Action, and reflect Lead Plaintiffs’ allegations that over the course of the relevant time period, BNYM, as depositary for certain ADRs, systematically deducted impermissible fees for conducting FX from dividends and/or cash distributions issued by foreign companies, and owed to ADR holders.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Recipient will receive an amount equal to that Settlement Class Member’s “Recognized Claim,” as described below. If, however, as expected, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Claim of each Authorized Recipient, then each Authorized Recipient shall be paid the percentage of the Net Settlement Fund that each Authorized Recipient’s Recognized Claim bears in relation to the total of the Recognized Claims of all Authorized Recipients – *i.e.*, the Authorized Recipient’s *pro rata* share of the Net Settlement Fund.

A. Calculation of Recognized Claims

Individuals and entities are potentially eligible to participate in the Settlement and the distribution of the Net Settlement Fund if they at any time during the Settlement Class Period (*i.e.*, January 1, 1997 through _____, 2019, inclusive) held (directly or indirectly, registered or beneficially), or otherwise claim any entitlement to any payment (whether a dividend, rights offering, interest on capital, sale of shares, or other distribution) in connection with, any ADR for which BNYM acted as the depositary sponsored by an issuer that is identified in the Appendix to the Notice.

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A “Recognized Loss Amount Per ADR” will be calculated according to the formula set forth below for each eligible ADR a Settlement Class Member held during the relevant time period and for which they received a cash distribution. A Settlement Class Member’s “Recognized Claim” shall be the sum of his, her or its Recognized Loss Amounts Per ADR.

The formula for calculating a Settlement Class Member’s Recognized Loss Amount Per ADR shall be as follows:

$$\begin{array}{l} \text{Gross Amount of Cash Distributions} \\ \text{Received by the Settlement Class} \\ \text{Member for that ADR} \end{array} \times \begin{array}{l} \text{Calculated Average Margin for} \\ \text{ADR (“Margin”) set forth in} \\ \text{Table 1 below} \end{array}$$

B. Distribution to Authorized Recipients

Prior to the Effective Date, the Settlement Fund shall remain in an interest-bearing escrow account, except as otherwise provided in the Stipulation. After the Court enters the Order and Final Judgment and the Settlement becomes Final, the Claims Administrator shall distribute the Net Settlement Fund, which shall be done as promptly as possible pursuant to the Distribution Order. The Distribution Order shall not authorize payments to Authorized Recipients prior to the Effective Date.

C. Additional Provisions

As noted above, the Net Settlement Fund will be distributed to Authorized Recipients on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Recipient, which shall be the Authorized Recipient’s Recognized Claim divided by the total Recognized Claims of all Authorized Recipients, multiplied by the total amount in the Net Settlement Fund. If an Authorized Recipient’s Distribution Amount calculates to less than \$1.00, it will not be included in the calculation and no distribution will be made to such Authorized Recipient.

After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Recipients cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Plaintiffs’ Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Recipients who have cashed their initial distributions and who would receive at least \$1.00 from such re-distribution. Additional re-distributions to Authorized Recipients who have cashed their prior checks and who would receive at least \$1.00 on such additional re-distributions may occur thereafter if Lead Plaintiffs’ Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, Lead Plaintiffs’ Counsel shall seek an order from the Court: (i) approving the recommendation that any further re-distribution is

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not cost effective or efficient; and (ii) ordering the contribution of the Net Settlement Fund to a nonsectarian charitable organization selected by the Court upon application by Lead Plaintiffs.

Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Recipients. No Person shall have any claim against Lead Plaintiffs, Lead Plaintiffs' Counsel, plaintiffs' counsel, Lead Plaintiffs' damages expert, Defendant, Defendant's Counsel, or any of the other Released Parties, the Claims Administrator, the Publication Notice Plan Administrator or other agent designated by Lead Plaintiffs' Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Lead Plaintiffs, Defendant, and their respective counsel, and all other Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the plan of allocation; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator or the Publication Notice Plan Administrator; the payment or withholding of Taxes and Tax Expenses; or any losses incurred in connection therewith.

TABLE 1		
Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
ABI SAB GROUP HOLDING LTD	78572M105 836216309 836220103	0.34%
ACCOR SA	00435F101 00435F309	0.62%
ADIDAS AG	00687A107	0.43%
ADMINISTRADORA DE FONDOS DE PE	00709P108	0.28%
AES TIETE ENERGIA SA	00809V203 00808P207 00808P108	0.43%
AIXTRON SE	009606104	0.28%
ALCATEL-LUCENT SA	013904305	0.24%
ALLIED IRISH BANKS PLC	019228402 019228303	0.22%
ALSTOM SA	021244108	0.31%
ALTANA AG	02143N103	0.42%
ALUMINA LTD	022205108	1.03%
AMBEV SA	20441W203 02319V103	0.94%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
ANGLO AMERICAN PLC	03485P102 03485P300	0.50%
ANGLO PLATINUM	035078104	0.30%
ANGLOGOLD ASHANTI LTD	035128206 043743103 043743202	0.36%
ANHEUSER-BUSCH INBEV SA/NV	03524A108 157123209 40051F100 74838Y207	0.42%
ARKEMA SA	041232109	0.26%
ARM HOLDINGS PLC	042068106	0.30%
ASSICURAZIONI GENERALI SPA	465234102	0.86%
ASTRA AB	046298105 046298204	0.17%
AUSTRALIA & NEW ZEALAND BANKIN	052528304	0.47%
AV GOLD	035134303	0.97%
AXA SA	054536107 149188104 866791106	0.37%
B.A.	060587508 060593100	0.64%
BANCO BILBAO VIZCAYA ARGENTARI	059458208 059456202 059456301 059456103 058925108 05946K101 059594408 059594507 07329Q507 07329Q200 07329Q309	0.36%
BANCO COMERCIAL PORTUGUES SA	059479303 059479709	0.46%
BANCO DO BRASIL SA	059578104	0.46%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
BANCO POPOLARE SC	059471102 059633107	0.31%
BANCO SANTANDER BRASIL SA	05964H105 05967A107	0.37%
BANCO SANTANDER CHILE	05965F108 05965X109	1.14%
BANK OF IRELAND	46267Q103	0.22%
BANK OF TOKYO-MITSUBISHI FJ L	065379109	0.20%
BARCLAYS AFRICA GROUP LTD	06738E204 06742G302 06739H776 06739H511 06739H362 06739F390	0.25%
BASF SE	055262505 019097104	0.41%
BASS PLC	069904209	0.20%
BAT INDUSTRIES PLC	055270508	0.31%
BAYER AG	072730302	0.25%
BBVA BANCO FRANCES SA	059591107 07329M100	0.39%
BG GROUP LTD	055434203 052578408 055434104 780259206 780259107	0.25%
BIDVEST GROUP LTD/THE	088836101 088836200 088836309	0.36%
BILLABONG INTERNATIONAL	090055104	0.69%
BLUE CIRCLE INDUSTRIES	095342408 095342507	0.30%
BNP PARIBAS SA	05565A202 05565A103 066747106	0.43%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
BOEHLER-UDDEHOLM AG	097356307	0.66%
BRASIL TELECOM PARTICIPACOES S	10553M101 10553M200 105530109 670851104 670851203	0.34%
BRASILAGRO - CO BRASILEIRA DE	10554B104	0.48%
BRASKEM SA	105532105 217252105 86959M101	0.61%
BRF SA	10552T107 71361V204 71361V303 71361V105	0.40%
BRITISH AMERICAN TOBACCO PLC	110448107	0.32%
BRITISH STEEL	111015301	0.48%
BUNZL PLC	120738406 120738307	0.21%
BURMAH CASTROL PLC	122169303	0.25%
CENCOSUD SA	15132H101 802233106	0.28%
CENTRICA PLC	15639K102 15639K201 15639K300	0.13%
CHILCOTT UK LTD	363240102 93443W109	0.41%
CHINA AGRI-INDUSTRIES HOLDINGS	16940R109	0.01%
CHORUS LTD	17040V107	0.38%
CHUNGHWA TELECOM CO., LTD.	17133Q205	0.15%
CIA BRASILEIRA DE DISTRIBUICAO	20440T201 20440T102	0.47%
CIA CERVEJARIA BRAHMA	20440X103 20440X202	0.31%
CIA DE BEBIDAS DAS AMERICAS-AM	20441W104	0.73%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
CIA DE SANEAMENTO BASICO DO ES	20441A102	0.47%
CIA DE TRANSMISSAO DE ENERGIA	20441Q107 20441Q206	0.54%
CIA ENERGETICA DE SAO PAULO	20440P209 20440P407	0.38%
CIA PARANAENSE DE ENERGIA	20441B308 20441B407	0.62%
CIE FINANCIERE RICHEMONT SA	204318109	0.30%
COCA COLA HELLENIC BOTTLING CO	1912EP104	0.24%
COCA-COLA AMATIL LTD	191085208	0.33%
COCA-COLA FEMSA SAB DE CV	191241108	0.35%
COFLEXIP SA	192384105	0.36%
COMMERZBANK AG	202597308 202597605	0.13%
COMMONWEALTH BANK OF AUSTRALIA	202712303 202712600	0.29%
COMP. DE GERACAO DE ENERGIA EL	20441P109 20441P208 20441R204 20441R105 264398108 264398207	0.33%
COMPASS GROUP PLC	20449X104 20449X203 20449X302	0.12%
CONTINENTAL AG	210771200	0.47%
CONVERIUM	21248N107	0.62%
CORUS GROUP LTD	22087M101	0.31%
COSCO SHIPPING INTERNATIONAL S	22112Y203	0.49%
CRANEWARE PLC	224465104	0.35%
CRAYFISH CO. LTD.	225226208	0.64%
CREDIT SUISSE GROUP AG	225401108	0.04%
CRH PLC	12626K203	0.36%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
CRUCELL NV	228769105	0.18%
DAI NIPPON PRINTING CO LTD	233806306	0.49%
DANKA BUSINESS SYSTEMS PLC	236277109	0.25%
DBS GROUP HOLDINGS LTD	23304Y100	0.18%
DELHAIZE GROUP SCA	29759W101	0.29%
DEUTSCHE BANK AG	251525309	0.32%
DEUTSCHE LUFTHANSA AG	251561304 549836500	0.24%
DEUTSCHE POST AG	25157Y202	0.24%
DIAGEO PLC	25243Q205 25243Q106 402033302	0.28%
DOLLAR PREF RESTRICTED 4-2 B E	6162*1019 6162*1017	0.25%
DOMINION MINING LTD	257457309	2.66%
DRDGOLD LTD	26152H103 26152H301 266597301	0.48%
DRESDNER BANK AG	261561302 261561401	0.17%
DUCATI MOTOR HOLDING SPA	264066101	0.90%
ELETROPAULO METROPOLITANA ELET	286203302	0.67%
ELF AQUITAINE SA	286269105	0.44%
EMBOTELLADORA ANDINA SA	29081P204 29081P303	0.30%
EMBRATEL PARTICIPACOES SA	29081N100 29081N209	0.44%
EMPRESAS ICA SAB DE CV	292448107	0.34%
ENGIE BRASIL ENERGIA SA	892360108 29286U107 892360306	0.64%
ENI LASMO PLC	501730204	0.26%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
ENI SPA	26874R108	0.37%
ENIIM 10 PERP	501730303	0.25%
ERSTE GROUP BANK AG	296036304	0.41%
EVRAZ HIGHVELD STEEL & VANADIU	30050A301	0.42%
FERGUSON PLC	97786P100	0.30%
FIBRIA CELULOSE SA	92906P106	0.65%
FILA HOLDING S.P.A	316850106	0.27%
FOMENTO ECONOMICO MEXICANO SAB	344419106	0.48%
FOSTER'S GROUP PTY LTD	350258307	0.54%
FRESENIUS MEDICAL CARE AG & CO	358029106 358029205	0.44%
GALLAHER GROUP LTD	363595109	0.12%
GATES WORLDWIDE LTD	890030208	0.26%
GAZPROM NEFT PJSC	36829G107	0.29%
GAZPROM PJSC	47973C305 753317304 753317205 753317106	0.23%
GENESYS	37185M209	0.21%
GERDAU SA	373737105	0.66%
GETLINK SE	39944Q109	0.85%
GLAXOSMITHKLINE PLC	37733W105	0.36%
GOL LINHAS AEREAS INTELIGENT	38045R107	0.85%
GOLD FIELDS LTD	262026503 38059R100 38059T106 380596205 957654304	0.53%
GRUPO AEROPORTUARIO DEL CENTRO	400501102	0.33%
GRUPO AEROPORTUARIO DEL PACIFI	400506101	0.29%
GRUPO AEROPORTUARIO DEL SUREST	40051E202	0.40%
GRUPO CASA SABA SAB DE CV	40048P104	0.34%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
GRUPO ELEKTRA, S.A. DE C.V.	40050A102	0.33%
GRUPO FINANCIERO BANORTE SAB D	400486106 059456400 059456509 40051M105 40052P107 400486304 40051M204	0.27%
GRUPO MEX DESARROLLO	40048G104 40048G203	0.30%
GRUPO TELEVISA SAB	40049J206	0.30%
HANNOVER RUECK SE	410693105	0.30%
HARMONY GOLD MINING CO LTD	413216300	0.74%
HBOS PLC	42205M106	0.14%
HELLENIC TELECOMMUNICATIONS OR	423325307	0.32%
HENKEL AG & CO KGAA	42550U109 42550U208	0.40%
HILLSDOWN HOLDINGS PLC	432586204	0.25%
HMS HYDRAULIC MACHINES & SYSTE	40425X100	0.95%
HOECHST GMBH	434390308	0.17%
HOT TELECOMMUNICATION SYSTEM L	576561104	0.26%
HYDROMET CORP LTD	449003102	0.33%
IGATE COMPUTER SYSTEMS LTD	703248203	0.21%
IMPERIAL HOLDINGS LTD	452833106 452833205	0.14%
INCITEC PIVOT LTD	45326Y206	0.35%
INDOSAT TBK PT	744383100	0.29%
INDUSIND BANK LTD	45579Q108	0.41%
INDUSTRIAS BACHOCO SAB DE CV	456463108	0.34%
INDUSTRIE NATUZZI S.P.A.	456478106	0.85%
INFORMA PLC	093529204 45672B206 45672B305 90265U203 90969M101	0.18%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
INTERCONTINENTAL HOTELS GROUP	45857P103 458573102 458573201	0.32%
INTERNATIONAL POWER LTD	46018M104	0.64%
INTESA SANPAOLO SPA	05944F104 46115H107	0.38%
INVENSYS LTD	461204109	0.71%
INVERSIONES AGUAS METROPOLITAN	46128Q201	0.13%
ITAU UNIBANCO HOLDING SA	059602102 465562106 059602201 90458E107	0.49%
J SAINSBURY PLC	466249208	0.34%
JOHNSON MATTHEY PLC	479142309 479142408 479142507	0.41%
JULIUS BAER GROUP LTD	481369106	0.38%
KIDDE PLC	493793103	0.60%
KINGFISHER PLC	495724403 495724205 495724304	0.32%
KINGSGATE CONSOLIDATED LTD	496362104	0.58%
KLABIN SA	45647P108 49834M100	0.71%
KOMATSU LTD	500458401	0.19%
KOMERCNI BANKA AS	500459409	0.24%
KONINKLIJKE AHOLD N.V.	500467303 500467402 500467AA3	0.11%
KOOR INDUSTRIES LTD	500507108	0.38%
KROTON EDUCACIONAL SA	50106A402	0.14%
KUMBA IRON ORE LTD	50125N104	0.32%
LADBROKE GROUP INC	505727305 505730101	0.18%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
LAGARDERE SCA	507069102	0.45%
LAN AIRLINES S.A.	501723100	0.46%
LEGAL & GENERAL GROUP PLC	52463H103	0.17%
LENDLEASE GROUP	526023205	0.63%
LHR AIRPORTS LTD	05518L206	0.37%
LIBERTY GROUP LTD	140487109 530616101 53055R103 53055R202 530706100 530706209	0.59%
LIHIR GOLD LTD	532349206 532349107	0.67%
LLOYDS BANKING GROUP PLC	539439109	0.26%
LONMIN PLC	54336Q104 54336Q203 543374409	0.24%
LUKOIL PJSC	69343P105 677862104 677862807 677862302 677862203	0.30%
LUXOTTICA GROUP SPA	55068R202	0.52%
LVMH MOET HENNESSY LOUIS VUITT	502441207	0.63%
MACQUARIE GROUP LTD	55607P105 55607P204	0.42%
MADECO, S.A.	556304103 556304202	0.51%
MAHANAGAR TELEPHONE NIGAM LTD	559778402	0.18%
MAKITA CORP	560877300	0.31%
MANNESMANN A.G.	563775303	0.28%
MASISA SA	574799102 574800108	0.22%
MASSMART HOLDINGS LTD	576290100	0.69%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
METSO OYJ	592671101 754183101 920232303	0.39%
MIZUHO FINANCIAL GROUP INC	359558103 60687Y109	0.29%
MMC NORILSK NICKEL PJSC	46626D108 55315J102	0.45%
MMI HOLDINGS LTD/SOUTH AFRICA	55314H107	0.30%
MOBILE TELESYSTEMS PJSC	61946A106	0.10%
MOL HUNGARIAN OIL & GAS PLC	831595202	0.57%
MOSENERGO PJSC	037376100 037376308	0.14%
MTN GROUP LTD	62474M108	0.24%
NATIONAL AUSTRALIA BANK LTD	632525408	0.41%
NATIONAL BANK OF GREECE SA	633643507 633643408	0.38%
NATIONAL GRID	636274102 636274300 636274409	0.26%
NATIONAL POWER PLC	637194408	0.30%
NATUZZI SPA	63905A101	0.49%
NEC CORP	629050204 81661W109	0.71%
NEDBANK GROUP LTD	63975P103 63975K104 63975P202	0.38%
NET SERVICOS DE COMUNICACAO SA	37957X102	0.29%
NEWCREST MINING LTD	651191108	0.48%
NEWMONT AUSTRALIA PTY LTD	390290104 656190105 656190204	0.38%
NIPPON YUSEN KK	654633304	0.70%
NOMURA HOLDINGS INC	65535H208	0.34%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
NTT DOCOMO INC	62942M201 62942M102 629424201 62942M300 629424102 629424508 629424409	0.30%
ORANGE POLSKA SA	87943D108	0.36%
ORANGE SA	35177Q105 35177Q204 35177QAB1	0.39%
ORKLA ASA	686331109	0.49%
PARTNER COMMUNICATIONS CO LTD	70211M109	0.41%
PEARSON PLC	705015105	0.22%
PERNOD RICARD SA	019121102 714264108	0.19%
PETROCHINA CO LTD	71646E100	0.01%
PETROLEO BRASILEIRO SA	71654V101 71654V408	0.49%
PFLN 1.35	74050U206	0.25%
PHAROL SGPS SA	737273102	0.31%
POLSKI KONCERN NAFTOWY ORLEN S	731613402	0.53%
POLYUS PJSC	678129107 73181P102	0.38%
POWERGEN LTD	738905405	0.37%
PREMIER FARNELL LTD	74050U107	0.27%
PROVIDENT FINANCIAL PLC	74387B103	0.25%
PUBLICIS GROUPE SA	74463M106 F76080112 785144205	0.21%
QANTAS AIRWAYS LTD	74726M406 74726M505	0.42%
QBE INSURANCE GROUP LTD	74728G605	0.23%
RACAL ELECTRONICS PLC	749815403	0.36%

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TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
RANDSTAD UK HOLDING LTD	81617E203	0.95%
RBS 11.2 PERP	780097309	0.25%
RBS 6.35 PERP	780097770	0.10%
RBS 8 1/2 PERP	780097804 780097853	0.25%
RBS 8.1 PERP	780097705	0.25%
RBS 8.2125 PERP	780097606	0.25%
RBS 9 1/2 PERP	780097408	0.25%
REED ELSEVIER NV	758204101 758205108 758204200 758205207	0.34%
RENTOKIL INITIAL PLC	760125104	0.22%
REPSOL SA	76026T205	0.45%
REXAM LTD	761655406 761655505 761655604	0.11%
RHODIA SA	762397107 762397206	0.21%
RIO TINTO FRANCE SAS	705151207	0.72%
RIO TINTO PLC	767202104 767204100 045074101 126170505 74974K706	0.25%
ROCHE HOLDING AG	771195104 771195401	0.44%
ROLLS-ROYCE HOLDINGS PLC	775781206	0.21%
ROYAL BANK OF SCOTLAND/ABN	780097721 780097739	0.15%
RUSHYDRO PJSC	466294105 782183123 782183131 782183404 466294204	0.41%

EXHIBIT A-1

TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
RWE AG	74975E303 74975E402	0.30%
RWE GENERATION UK HOLDINGS PLC	45769A103	0.31%
RYANAIR HOLDINGS PLC	783513104	0.26%
SADIA SA	786326108	0.64%
SANOFI	80105N105 762426AC8 762426401 80105N204	0.27%
SANTANDER UK PLC	002920106 002920700	0.26%
SANUK 8 3/4 PERP	002920205	0.25%
SAP SE	803054204 803054303	0.40%
SAPPI LTD	803069103 803069202 108510041	0.62%
SASOL LTD	803866300	0.58%
SBERBANK OF RUSSIA PJSC	80585Y308	0.35%
SCOR SE	80917Q106	0.33%
SCOTTISH POWER PLC	81013T408 81013T705	0.23%
SEGA SAMMY HOLDINGS INC	815794102	0.32%
SEKISUI HOUSE LTD	816078307	0.33%
SERONO	81752M101	0.39%
SEVERSKY TUBE WORKS PJSC	818146102	0.20%
SHELL TRANSPORT & TRADING CO L	822703609	0.25%
SHISEIDO CO LTD	824841407	0.29%
SHOPRITE HOLDINGS LTD	82510E209	0.80%
SIBANYE GOLD LTD	03840M109 825724206	0.19%
SIGNET JEWELERS LTD	82668L872	0.22%

EXHIBIT A-1

TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
SIMS METAL MANAGEMENT LTD	829160100	1.67%
SIX CONTINENTS LTD	830018107	0.20%
SKY PLC	111013108	0.21%
SMITHKLINE BEECHAM LTD	832378301	0.25%
SOCIEDAD QUIMICA Y MINERA DE C	833636103	0.16%
SOCIEDAD QUMICA Y MINERA DE CHILE	833635105	0.72%
SOCIETE GENERALE SA	784320103 784320202 83364L109	0.38%
SODEXO SA	833792104	0.42%
SOFTBANK GROUP CORP	471104109	0.49%
SOUTHERN ELECTRIC PLC 144A	842809709 842809402	0.27%
SPARK NEW ZEALAND LTD	84652A102 879278307 879278208	0.46%
SSE PLC	810133405 810133702 81012K309	0.25%
STANDARD BANK GROUP LTD	853118206	0.86%
STATOIL ASA	85771P102	0.49%
SUBMARINO S.A. - REG S	86431P300 86431P508	0.33%
SUMITOMO MITSUI FINANCIAL GROU	865622104	0.72%
SUNCORP GROUP LTD	867232100	0.58%
SURGUTNEFTEGAS OJSC	46625F104 868861204 868861105	0.26%
SVENSKA CELLULOSA AB SCA	869587402	0.25%
SWEDISH MATCH AB	870309507	0.38%
SWIRE PACIFIC LTD	870794302 870794401 870797404	0.03%

EXHIBIT A-1

TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
SWISSCOM AG	871013108	0.49%
SYNGENTA AG	87160A100	0.40%
TABCORP HOLDINGS LTD	873306203	0.42%
TATA COMMUNICATIONS LTD	876564105 92659G402 92659G600 92659G303	0.11%
TATE & LYLE PLC	876570607	0.27%
TATNEFT PJSC	03737P207 03737P108 65486P100 876629205	0.25%
TDC A/S	87236N102	0.36%
TELE CELULAR SUL PART S.A.	879238103	0.66%
TELE CENTRO OESTE CELULAR PART	87923P105	0.52%
TELE NORDESTE CELULAR PARTICIP	87924W109	0.74%
TELE NORTE LESTE PARTICIPACOES	87924Y105 879246106	0.56%
TELE SUDESTE CELULAR PARTICIPA	87943B102 879252104	0.23%
TELE2 AB	87952P109 87952P208	0.55%
TELECOMUNICACOES BRASILEIRAS S	879287209	0.48%
TELEKOM AUSTRIA AG	87943Q109	0.71%
TELEKOMUNIKASI INDONESIA PERSE	715684106	0.15%
TELEMIG CELULAR PARTICIPACOES	87944E105	0.55%
TELESP PARTICIPACOES S.A.	87952L108 87952K100	0.14%
TELKOM SA SOC LTD	879603108	0.42%
TELSTRA CORP LTD	87969N204 87969N303 87969N105	0.35%
TERNIUM MEXICO SA DE CV	880890108	0.29%

EXHIBIT A-1

TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
TESCO PLC	881575302 098561202	0.32%
TEVA PHARMACEUTICAL INDUSTRIES	881624209 16361E108 50540H104	0.36%
TIGER BRANDS LTD	88673M102 88673M201 886911106	0.31%
TMK PJSC	87260R300	0.37%
TOTAL SA	89151E109 716485206	0.39%
TRANSCOM WORLDWIDE SA	893234104 893545103 893545202 894116102	0.22%
TREND MICRO INC/JAPAN	89486M206	0.29%
TURKIYE GARANTI BANKASI AS	900148305 900148701 900151101	0.30%
TV AZTECA SAB DE CV	901145102	0.32%
UBS AG	90261R105	0.29%
ULTRAPAR PARTICIPACOES SA	90400P101	0.55%
UNIBAIL-RODAMCO SE	960224103	1.00%
UNIFIED ENERGY SYSTEM OAO	904688108 904688405	0.17%
UNION ANDINA DE CEMENTOS SAA	904845104	0.33%
UNITED OVERSEAS BANK LTD	911271302 910903301	0.22%
USINAS SIDERURGICAS DE MINAS G	917302408	0.52%
VAN DER MOOLEN HOLDING NV	921020103	0.38%
VEOLIA ENVIRONNEMENT SA	92334N103	0.34%
VIMPEL-COMMUNICATIONS PJSC	92719A106 92719A304	0.21%

EXHIBIT A-1

TABLE 1 Average Margin Across Settlement Class Period		
ISSUER	CUSIPs	MARGIN
VINA CONCHA Y TORO SA	927191106	0.32%
VIVENDI SA	137041208 204390108 419312202 92851S105 92851S204	0.25%
VODAFONE AIRTOUCH PLC	92857T107	0.25%
VODAFONE GROUP PLC	92857W308 698113107 87926R108 92857W209 92857W100 92858M101	0.39%
WACOAL HOLDINGS CORP	930004205	0.30%
WAL-MART DE MEXICO SAB DE CV	93114W107	0.36%
WAVECOM SA	943531103	0.52%
WESTPAC BANKING CORPORATION	789547106 961214301	0.18%
WIND HELLAS TELECOMMUNICATIONS	859823106 88706Q104	0.18%
WMC LIMITED	928947100 92928R106	0.27%
WOODSIDE PETROLEUM LTD	980228308	0.41%
WOOLWORTHS HOLDINGS LTD/SOUTH	480209402 98088R109 98088R505	0.38%
ZURICH INSURANCE GROUP AG	01959Q101 98982M107 989825104	0.33%

Please Visit
www.bnymadrfxsettlement.com or
call 1-866-447-6210
for more information.

CI2

2D

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Postal Service: Please do not mark barcode

Claim#: CI2-«AccountID»-«NoticeID»

«Owner»

«CoOwner»

«Representative»

«Address1»

«Address2»

«City» «StateCd» «Zip»

«Country»

Carefully separate at perforation

NAME/ADDRESS CHANGES (IF ANY):

**IF YOU HAVE A CHANGE OF ADDRESS, PLEASE FILL OUT THIS FORM
AND MAIL IT TO THE CLAIMS ADMINISTRATOR VIA THE U.S.
POSTAL SERVICE. THE ADDRESS IS ON THE BACK OF THIS CARD.**

[illegible]

First Name

[illegible]

Last Name

[illegible]

Street Address

[illegible]

City

State

Zip Code

			-				-					
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Area Code

Telephone Number (Home)

2D

«FirstNAME» «LastNAME»
«Addr1» «Addr2»
«City», «STATE» «Zip»[illegible]

Email

<<CLAIMID>>

<<ClaimID>>

As a Registered Holder of the Settlement Class, you are receiving this notice because you are identified in the records of the Bank of New York Mellon ("BNYM") transfer agent as a holder of one or more of the American Depositary Receipts ("ADRs") covered by this class action. Information regarding your holdings and the cash distributions you received during the relevant time period in connection with your holdings has been provided by BNYM's transfer agent and can be reviewed at www.bnymadrfxsettlement.com using the Claim Number and PIN provided below. The Claims Administrator will use this information to calculate your Claim in accordance with the Plan of Allocation found in the full notice ("Notice"), or other plan approved by the Court, so it is important that you review the information to confirm it is accurate and complete. If the information is not accurate or complete, you must notify the Claims Administrator immediately. Otherwise, the Claims Administrator will assume the information is accurate and complete.

CLAIM NUMBER: «AccountID» / PIN: «PinNo»

Pursuant to Federal Rule of Civil Procedure 23 and Court Order, the Court has directed the issuance of notice of the proposed \$72.5 million settlement of the action to potential members of the Settlement Class. If approved, the settlement will resolve all claims in the case. **This notice provides basic information. You should review the Notice found on the website www.bnymadrfxsettlement.com for additional information.**

What Is the Action About: Lead Plaintiffs allege that, during the relevant time period, BNYM systematically deducted impermissible fees for conducting foreign exchange from cash distributions issued by foreign companies, and owed to ADR holders. BNYM has denied, and continues to deny, any wrongdoing or liability whatsoever.

Who Is a Settlement Class Member: All entities and individuals who at any time from January 1, 1997 through _____, 2019 held (directly or indirectly, registered or beneficially), or otherwise claim any entitlement to any payment (whether a dividend, rights offering, interest on capital, sale of shares, or other distribution) in connection with, any ADR for which BNYM acted as the depository sponsored by an issuer that is identified in the Appendix to the Notice (the "Settlement Class"). Certain entities and individuals are excluded from the definition of the Settlement Class as set forth in detail in the Notice.

What Are the Benefits: If the Court approves the settlement, the settlement proceeds, after deduction of Court-approved notice and administration costs, attorneys' fees and expenses, and any applicable taxes will be distributed to eligible Settlement Class Members pursuant to the Plan of Allocation attached as Exhibit 1 to the Notice, or other plan approved by the Court.

What Are My Rights: As a Registered Holder Settlement Class Member, you *do not* have to take any action in order to be eligible to receive a settlement payment. Your Claim will be calculated using the information provided by BNYM's transfer agent, which can be accessed on the website using the Claim Number and PIN provided above. You should review this information to confirm it is accurate and complete. If you do not want to remain in the Settlement Class, you can request exclusion by _____, 2019, in accordance with the Notice. If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court in the action and you will not be eligible to share in the net settlement proceeds. Objections to the settlement, Plan of Allocation, and/or request for attorneys' fees and expenses must be received by _____, 2019, in accordance with the Notice.

When Is the Final Approval Hearing: A hearing will be held on _____, 2019 at _____.m. before the Honorable J. Paul Oetken, at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, to determine if the settlement, Plan of Allocation, and request for attorneys' fees and expenses should be approved. Supporting papers will be posted on the website once filed.

For more information visit www.bnymadrfxsettlement.com, email info@bnymadrfxsettlement.com or call 866-447-6210.

Place
Stamp
Here

Bank of New York Mellon ADR FX Settlement
c/o KCC Class Action Services
P.O. Box 505030
Louisville, KY 40233-5030



IF YOU ARE OR WERE A HOLDER OF OR OTHERWISE CLAIM ANY ENTITLEMENT TO ANY PAYMENT IN CONNECTION WITH ANY AMERICAN DEPOSITARY SHARE (SOMETIMES KNOWN AS AN AMERICAN DEPOSITARY RECEIPT) (“ADR”) FOR WHICH THE BANK OF NEW YORK MELLON (“BNYM”) ACTED AS DEPOSITARY, YOUR RIGHTS MAY BE AFFECTED.

Pursuant to Federal Rule of Civil Procedure 23 and Court Order, the Court has directed notice of the \$72.5 million settlement proposed in *In re: The Bank of New York Mellon ADR FX Litigation*, No. 16-CV-00212-JPO-JLC (S.D.N.Y.) to the Settlement Class. If approved, the settlement will resolve all claims in the litigation. **This notice provides basic information. It is important that you review the detailed notice (“Notice”) found at the website below.**

What is this lawsuit about:

Lead Plaintiffs allege that, during the relevant time period, BNYM systematically deducted impermissible fees for conducting foreign exchange from dividends and/or cash distributions issued by foreign companies, and owed to ADR holders. BNYM has denied, and continues to deny, any wrongdoing or liability whatsoever.

Who is a Settlement Class Member:

All entities and individuals who at any time from January 1, 1997 through _____, 2019 held (directly or indirectly, registered or beneficially), or otherwise claim any entitlement to any payment (whether a dividend, rights offering, interest on capital, sale of shares, or other distribution) in connection with, any ADR for which BNYM acted as the depositary sponsored by an issuer that is identified in the Appendix to the Notice. Certain entities and individuals are excluded from the definition of Settlement Class as set forth in detail in the Notice.

What are the benefits:

If the Court approves the settlement, the proceeds, after deduction of Court-approved notice and administration costs, attorneys’ fees and expenses, and any applicable taxes, will be distributed pursuant to the Plan of Allocation set forth in the Notice, or other plan approved by the Court.

What are my rights:

If you receive/have received a Post-Card Notice in the mail, you are a Registered Holder (i.e., you hold (or held) your eligible ADRs directly and your relevant information was provided by BNYM’s transfer agent), and you do not have to take any action to be eligible for a settlement payment. If you do not receive/have not received a Post-Card Notice in the mail, you are a Non-Registered Holder and you must submit a Claim Form, **postmarked (if mailed), or online, by _____, 2019**, to be eligible for a settlement payment. Non-Registered Holder Settlement Class Members who do nothing will not receive a payment, but will be bound by all Court decisions.

If you are a Settlement Class Member and do not want to remain in the Settlement Class, you may exclude yourself by request, **received by _____, 2019**, in accordance with the Notice. If you exclude yourself, you will not be bound by any Court decisions in this litigation and you will not receive a payment, but you will retain any right you may have to pursue your own litigation at your own expense concerning the settled claims. Objections to the settlement, Plan of Allocation, or request for attorneys’ fees and expenses must be **received by _____, 2019**, in accordance with the Notice.

A hearing will be held on _____, 2019 at __:__.m., before the Honorable J. Paul Oetken, at the Thurgood Marshall U.S. Courthouse, 40 Foley Square, NY, NY 10007, to determine if the settlement, Plan of Allocation, and/or request for fees and expenses should be approved. Supporting papers will be posted on the website once filed.

**For more information visit www.bnymadrfxsettlement.com,
email info@bnymadrfxsettlement.com or call 866-447-6210.**

ADR Settlement Online Display Example Ad Sizes:

IN RE: BNYM ADR FX LITIG. (S.D.N.Y.)

**AMERICAN DEPOSITARY RECEIPT
(ADR) SETTLEMENT**

You may be entitled to proceeds
from a class action settlement if you
have invested in any of these ADRs:

[MORE INFO >>](#)

LUKOIL PJSC
MMC NORILSK NICKEL PJSC
ITAU UNIBANCO HOLDING SA
TOTAL SA

Text scrolls like
stock ticker to
show example
ADRS

IN RE: BNYM ADR FX LITIG. (S.D.N.Y.)

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TOTAL SA

IN RE: BNYM ADR FX LITIG. (S.D.N.Y.)

**AMERICAN DEPOSITARY RECEIPT
(ADR) SETTLEMENT**

You may be entitled to
proceeds from a class action
settlement if you have invested
in any of these ADRs:

[MORE INFO >>](#)

SEE WEBSITE FOR FULL LIST OF ADRS

LUKOIL PJSC
MMC NORILSK NICKEL PJSC
ITAU UNIBANCO HOLDING SA
TOTAL SA
GAZPROM PJSC
PETROLEO BRASILEIRO SA
TELE NORTE LESTE PARTICIPACOES
TATNEFT PJSC
FOMENTO ECONOMICO MEXICANO SAB
ARM HOLDINGS PLC
ANHEUSER-BUSCH INBEV SA/NV

Text scrolls like
stock ticker to
show example
ADRS

IN RE: BNYM ADR FX LITIG. (S.D.N.Y.)

AMERICAN DEPOSITARY RECEIPT (ADR) SETTLEMENT

You may be entitled to proceeds from a class action settlement if you
have invested in any of these ADRs:

[MORE INFO >>](#)


LUKOIL PJSC
MMC NORILSK NICKEL PJSC
ITAU UNIBANCO HOLDING SA
TOTAL SA
GAZPROM PJSC
PETROLEO BRASILEIRO SA

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Facebook Video Preview: <https://fb.com/l/1FLyxB0POoLVYBp>

Class Action Notice
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You may be entitled to proceeds from a class action settlement if you have invested in any of these ADRs:



AMERICAN DEPOSITARY RECEIPT
(ADR) SETTLEMENT
IN RE: BNYM ADR FX LITIG. (S.D.N.Y.)

WWW.ADRFXSETTLEMENT.COM

ADR FX Class Action Settlement
In re: BNYM ADR FX Litig. (S.D.N.Y.)


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Facebook Image Ad: <https://fb.com/l/1FLyxB0POoLVYBp>

Class Action Notice
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You may be entitled to proceeds from a class action settlement if you have invested in any of these ADRs:
LUKOIL PJSC
MMC Norilsk Nickel PJSC
Itau Unibanco Holding SA
TOTAL SA... [See More](#)



AMERICAN DEPOSITARY RECEIPT
(ADR) SETTLEMENT
IN RE: BNYM ADR FX LITIG. (S.D.N.Y.)

[MORE INFO >>](#)

ADRFXSETTLEMENT.COM

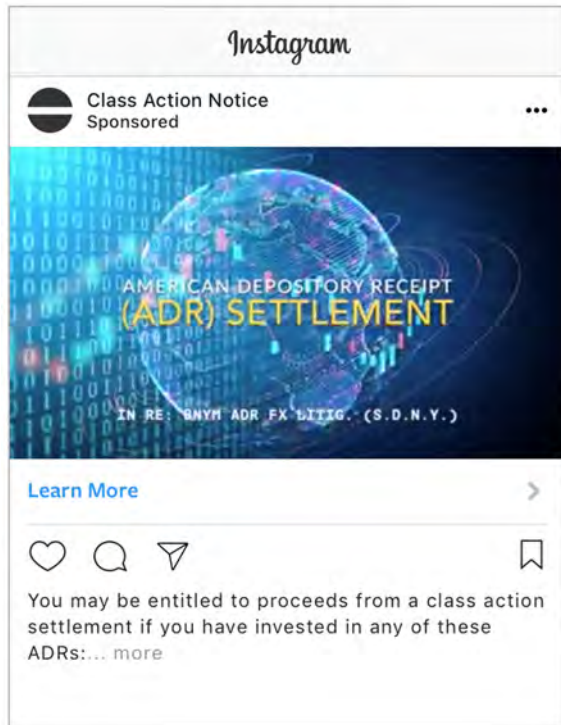
ADR Class Action Settlement
Court Authorized Notice

👍 Like 💬 Comment ➦ Share

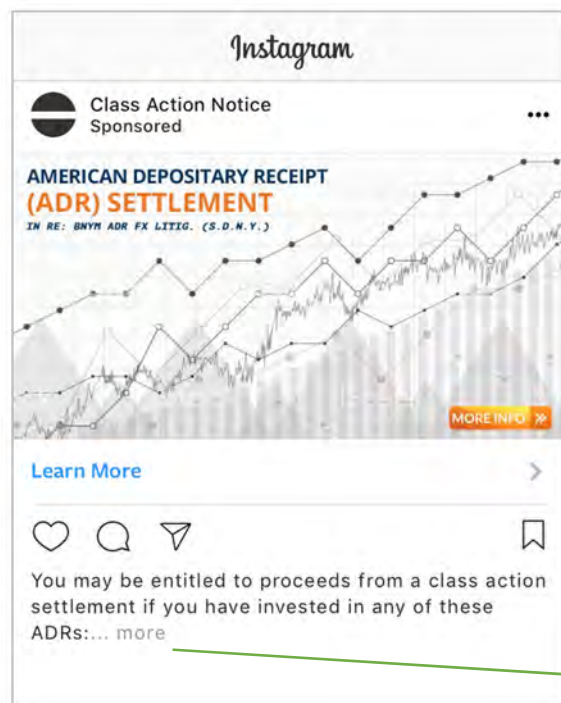
Opens to reveal longer list of ADRs and "See website for full list of ADRs" at the end.

ADR Settlement Instagram Ads:

Instagram Video Preview: <https://fb.com/l/1Hllj4LQIEvdzbz>

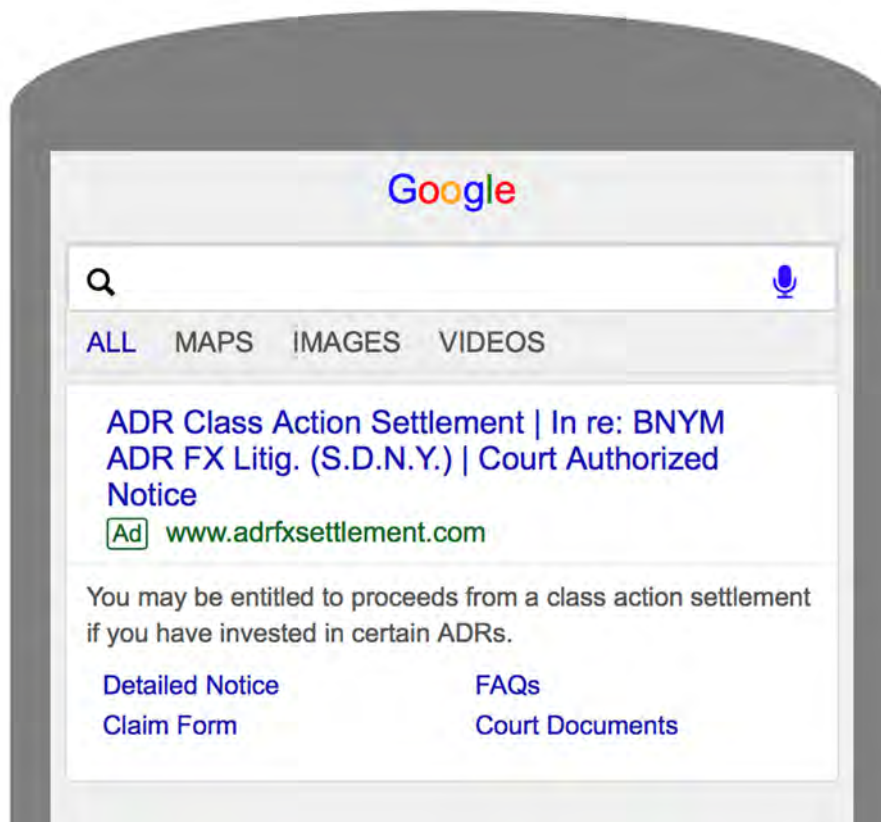


Instagram Image Preview: <https://fb.com/l/27hpgYARLTkOWyp>

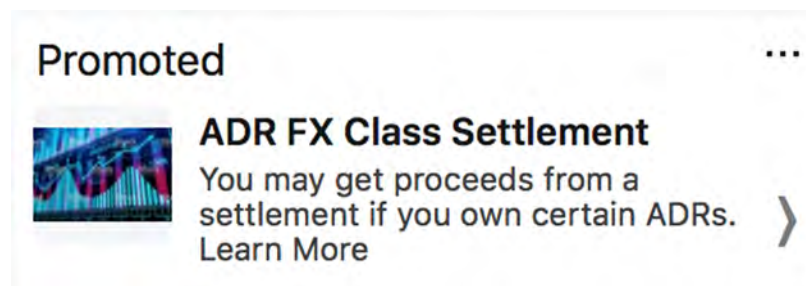


Opens to reveal longer list of ADRs and "See website for full list of ADRs" at the end.

Google Search Ads:



LinkedIn Ads:



Bank of New York Mellon ADR FX Settlement
 c/o KCC Class Action Services
 P.O. Box 505030
 Louisville, KY 40233-5030
 1-866-447-6210
 info@bnymadrfxsettlement.com

PROOF OF CLAIM AND RELEASE FORM

IMPORTANT – If you receive/have received a Post-Card Notice in the mail in connection with this Settlement, you are a Registered Holder Settlement Class Member (i.e., you hold (or held) the American Depositary Receipts (“ADRs”) covered by this Action directly through The Bank of New York Mellon (“BNYM” or “Defendant”), are listed in the records of BNYM’s transfer agent with respect to such holdings, and your contact, holding, and distribution information was provided to the Claims Administrator by BNYM’s transfer agent), and you **DO NOT** need to complete and submit this Proof of Claim and Release Form (“Claim Form”) to be eligible to receive a share of the Net Settlement Fund in connection with the Settlement. The Post-Card Notice mailed to you contains a Claim Number and PIN to access your holdings and distribution information on the website www.bnymadrfxsettlement.com. Please refer to paragraph 2 of the General Instructions in this Claim Form and the full Notice available on the website for more information. If you did NOT receive a Post-Card Notice containing a Claim Number and PIN, please follow the instructions below to submit a Claim Form.

IF YOU DO NOT RECEIVE/HAVE NOT RECEIVED A POST-CARD NOTICE IN THE MAIL IN CONNECTION WITH THIS SETTLEMENT, YOU ARE A NON-REGISTERED HOLDER SETTLEMENT CLASS MEMBER AND YOU MUST COMPLETE AND SIGN THIS CLAIM FORM AND MAIL IT BY PREPAID, FIRST-CLASS MAIL TO THE ABOVE ADDRESS, OR SUBMIT IT ONLINE AT WWW.BNYMADRFXSETTLEMENT.COM, **POSTMARKED (OR RECEIVED) NO LATER THAN _____, 2019** IN ORDER TO BE ELIGIBLE TO RECEIVE A SHARE OF THE NET SETTLEMENT FUND IN CONNECTION WITH THE SETTLEMENT.

IF YOU ARE A NON-REGISTERED HOLDER SETTLEMENT CLASS MEMBER, FAILURE TO SUBMIT YOUR CLAIM FORM BY THE DATE SPECIFIED ABOVE WILL SUBJECT YOUR CLAIM TO REJECTION AND MAY PRECLUDE YOU FROM BEING ELIGIBLE TO RECEIVE ANY MONEY IN CONNECTION WITH THE SETTLEMENT.

DO NOT MAIL OR DELIVER YOUR CLAIM FORM TO THE COURT, THE PARTIES, OR THEIR COUNSEL. SUBMIT YOUR CLAIM FORM ONLY TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS SET FORTH ABOVE, OR ONLINE AT WWW.BNYMADRFXSETTLEMENT.COM.

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PART IV – RELEASE OF CLAIMS AND SIGNATURE

—

PART I – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Claimant Names(s) (as the name(s) should appear on check, if eligible for payment; if the ADRs are jointly owned, the names of all beneficial owners must be provided):

Name of Person the Claims Administrator Should Contact Regarding this Claim Form (Must Be Provided):

Mailing Address – Line 1: Street Address/P.O. Box:

Mailing Address – Line 2 (If Applicable): Apartment/Suite/Floor Number:

City:

State/Province:

Zip Code:

Country:

Last 4 digits of Claimant Social Security/Taxpayer Identification Number:¹

Daytime Telephone Number:

Evening Telephone Number:

Email Address:

¹ The last four digits of the taxpayer identification number (“TIN”), consisting of a valid Social Security Number (“SSN”) for individuals or Employer Identification Number (“EIN”) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim.

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Final Approval Hearing; and (III) Motion for Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice") available at www.bnymadrfxsettlement.com, including the proposed Plan of Allocation of Net Settlement Fund attached as Exhibit 1 to the Notice. The Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and understand the Notice, including the terms of the Releases described therein and provided for herein.

2. **Important - Please Note:** Only Non-Registered Holder Settlement Class Members, including those Settlement Class Members who hold (or held) their eligible ADRs through a bank, broker or other nominee rather than directly, must submit a Claim Form in order to be eligible to receive a payment from the Settlement. Those Settlement Class Members who receive/have received a Post-Card Notice in the mail (*i.e.*, Registered Holder Settlement Class Members) do not need to submit a Claim Form in order to be eligible to receive a payment from the Settlement. The Post-Card Notice mailed to Registered Holder Settlement Class Members contains a unique Claim Number and PIN to access, on the website www.bnymadrfxsettlement.com, information regarding the ADRs they held and the cash distributions they received during the relevant period in connection with their holdings as provided by BNYM's transfer agent, which information will be used to calculate their Claims. If you received a Post-Card Notice, please review the information regarding your holdings and cash distribution as set forth on the website to confirm it is accurate and complete. If the information regarding your holdings and cash distributions is incorrect or incomplete, you must notify the Claims Administrator immediately. Otherwise, the Claims Administrator will assume the information is correct and complete, and will use such information to calculate your Claim. **If you are unsure whether you are a Non-Registered Holder Settlement Class Member or a Registered Holder Settlement Class Member, please contact the Claims Administrator.**

3. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlement described in the Notice. **IF YOU ARE NOT A SETTLEMENT CLASS MEMBER** (*see* definition of Settlement Class on page ___ of the Notice, which sets forth who is included in and who is excluded from the Settlement Class), **OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, SUBMITTED A REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER.** **THUS, IF YOU ARE EXCLUDED FROM THE SETTLEMENT CLASS, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.**

4. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

5. Use the Schedule of Cash Distributions Per Eligible ADR in Part III of this Claim Form to supply all required information regarding the cash distributions you received as a result of your holdings in the

ADRs covered by the Action. Please provide all of the requested information.

6. You are required to submit genuine and sufficient documentation for all of the cash distributions set forth in the Schedule of Cash Distributions Per Eligible ADR in Part III of this Claim Form. Documentation may consist of copies of your end of year account statements, or an authorized statement from your broker containing the information regarding your cash distributions that would be found in a year-end account statement. **Please Note:** If you are a Non-Registered Holder Settlement Class Member, the Parties and the Claims Administrator do not independently have information about your holdings in the ADRs covered by the Action or the cash distributions you may have received as a result of such holdings. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Claim Form or any supporting documents.**

7. Separate Claim Forms should be submitted for each separate legal entity.

8. All joint beneficial owners must each sign this Claim Form and their names must appear as "Claimants" in Part I of this Claim Form.

9. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, last four digits of the SSN (or TIN), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the eligible ADRs; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

10. By submitting a signed Claim Form, you will be swearing that you:

- (a) received the cash distributions you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner of the ADRs that received such cash distributions.

11. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties 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 your Claim and may subject you to civil liability or criminal prosecution.

12. If the Court approves the Settlement, payments to eligible Authorized Recipients pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all Claims processing. The Claims process could take substantial time to

complete fully and fairly. Please be patient.

13. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Recipient shall receive his, her or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Recipient calculates to less than \$1.00, it will not be included in the calculation and no distribution will be made to that Authorized Recipient.

14. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, KCC Class Action Services, at the above address, by toll-free phone at (866) 447-6210, or by e-mail at info@bnymadrfxsettlement.com, or you may download the documents from the website for the Settlement, www.bnymadrfxsettlement.com.

15. **NOTICE REGARDING ELECTRONIC FILES:** Certain Claimants may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement website at www.bnymadrfxsettlement.com or you may email the Claims Administrator's electronic filing department at Nominees@bnymadrfxsettlement.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. **Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at Nominees@bnymadrfxsettlement.com to inquire about your file and confirm it was received and acceptable.**

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL, WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT (866) 447-6210.

PART III – SCHEDULE OF CASH DISTRIBUTIONS PER ELIGIBLE ADR

Please be sure to include proper documentation with your Claim Form as described in detail in Part II – General Instructions, paragraph 6, above.

- A. Please fill in the total cash distributions you received from January 1, 1997 through _____, 2019 for each of the ADRs set forth in the list attached hereto as Exhibit 1.**

ADR CODE	Total Cash Distributions Received from January 1, 1997 though _____, 2019	Confirm Proof Enclosed
	\$ _____	• Yes • No
	\$ _____	• Yes • No
	\$ _____	• Yes • No
	\$ _____	• Yes • No
	\$ _____	• Yes • No
	\$ _____	• Yes • No

PART IV - RELEASE OF CLAIMS AND SIGNATURE

**YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE _
OF THIS CLAIM FORM.**

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Claim against any of the Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Releasees.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) certifies (certify), as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the Releases provided for in the Settlement and the terms of the Plan of Allocation;
2. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Settlement Class as set forth in the Notice;
3. that the Claimant has **not** submitted a request for exclusion from the Settlement Class;
4. that I (we) received the cash distributions identified in the Claim Form and have not assigned the claim against the Defendant or any of the other Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the Claimant(s) has (have) not submitted any other claim covering the same cash distributions identified in the Claim Form and knows (know) of no other person having done so on the Claimant's (Claimants') behalf;
6. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') claim and for purposes of enforcing the Releases set forth herein;
7. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Plaintiffs' Counsel, the Claims Administrator or the Court may require;
8. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the Court's summary disposition of the determination of the validity or amount of the claim made by this Claim Form;
9. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

10. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the Claimant(s) is (are) exempt from backup withholding or (b) the Claimant(s) has (have) not been notified by the IRS that he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Claimant(s) that he/she/it is no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that he/she/it is subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant Date

Print your name here

Signature of joint Claimant, if any Date

Print your name here

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant Date

Print your name here

Capacity of person signing on behalf of Claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – *see* paragraph 9 on page _ of this Claim Form.)

REMINDER CHECKLIST

1. Please sign the above release and certification. If this Claim Form is being made on behalf of joint Claimants, then both must sign.
2. Remember to attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.
3. Please do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-866-447-6210.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the above address or toll-free at 1-866-447-6210, or visit www.bnymadrfxsettlement.com. Please DO NOT call BNYM or its counsel with questions regarding your claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY PREPAID, FIRST-CLASS MAIL, OR SUBMITTED ONLINE AT WWW.BNYMADRFXSETTLEMENT.COM, **POSTMARKED (OR RECEIVED) NO LATER THAN _____, 2019**. IF MAILED, THE CLAIM FORM SHOULD BE ADDRESSED AS FOLLOWS:

Bank of New York Mellon ADR FX Settlement
c/o KCC Class Action Services
P.O. Box 505030
Louisville, KY 40233-5030

If mailed, a Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before _____, 2019 is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

EXHIBIT 1

ADR/CUSIPs	Code (To be entered in PART III above)	ADR/CUSIPs	Code (To be entered in PART III above)
ABI Sab Group Holding Ltd (CUSIPs: 78572M105 / 836216309 / 836220103)	ABIS	Legal & General Group Plc (CUSIP: 52463H103)	LEGA
Accor SA (CUSIPs: 00435F101 / 00435F309)	ACCO	Lendlease Group (CUSIP: 526023205)	LEND
Adidas AG (CUSIP: 00687A107)	ADID	LHR Airports Ltd (CUSIP: 05518L206)	LHRA
Administradora de Fondos de Pe 00709P108	ADMI	Liberty Group Ltd (CUSIPs: 140487109 / 530616101 / 53055R103 / 53055R202 / 530706100 / 530706209)	LIBE
AES Tiete Energia SA (CUSIPs: 00809V203 / 00808P207 / 00808P108)	AEST	Lihir Gold Ltd (CUSIPs: 532349206 / 532349107)	LIHI
Aixtron SE (CUSIP: 009606104)	AIXT	Lloyds Banking Group Plc (CUSIP: 539439109)	LLOY
Alcatel-Lucent SA (CUSIP: 013904305)	ALCA	Lonmin Plc (CUSIPs: 54336Q104 / 54336Q203 / 543374409)	LONM
Allied Irish Banks PLC (CUSIPs: 019228402 / 019228303)	ALLI	Lukoil Pjsc (CUSIPs: 69343P105 / 677862104 / 677862807 / 677862302 / 677862203)	LUKO
Alstom SA (CUSIP: 021244108)	ALST	Luxottica Group Spa (CUSIP: 55068R202)	LUXO
Altana AG (CUSIP: 02143N103)	ALTA	Lvmh Moet Hennessy Louis Vuitt (CUSIP: 502441207)	LYMH
Alumina Ltd. (CUSIP: 022205108)	ALUM	Macquarie Group Ltd (CUSIPs: 55607P105 / 55607P204)	MACQ
Ambev SA (CUSIPs: 20441W203 / 02319V103)	AMBE	Madeco, S.A. (CUSIPs: 556304103 / 556304202)	MADE
Anglo American Plc. (CUSIPs: 03485P102 / 03485P300)	ANGA	Mahanagar Telephone Nigam Ltd (CUSIP: 559778402)	MAHA
Anglo Platinum (CUSIP: 035078104)	ANGP	Makita Corp (CUSIP: 560877300)	MAKI
Anglogold Ashanti Ltd. (CUSIPs: 035128206 / 043743103 / 043743202)	ANGL	Mannesmann A.G. (CUSIP: 563775303)	MANN
Anheuser-Busch Inbev SA/NV (CUSIPs: 03524A108 / 157123209 / 40051F100 / 74838Y207)	ANHB	Masisa SA (CUSIPs: 574799102 / 574800108)	MASI
Arkema SA (CUSIP: 041232109)	ARKE	Massmart Holdings Ltd (CUSIP: 576290100)	MASS
Arm Holdings Plc. (CUSIP: 042068106)	ARMH	Metso Oyj (CUSIPs: 592671101 / 754183101 / 920232303)	METS
Assicurazioni Generali Spa (CUSIP: 465234102)	ASSI	Mizuho Financial Group Inc (CUSIPs: 359558103 / 60687Y109)	MIZU

ADR/CUSIPs	Code (To be entered in PART III above)	ADR/CUSIPs	Code (To be entered in PART III above)
Astra AB (CUSIPs: 046298105 / 046298204)	ASTR	Mmc Norilsk Nickel Pjsc (CUSIPs: 46626D108 / 55315J102)	MMCN
Australia & New Zealand Banking (CUSIP: 052528304)	AUST	MMI Holdings Ltd/South Africa (CUSIP: 55314H107)	MMIH
AV Gold (CUSIP: 035134303)	AVGO	Mobile Telesystems Pjsc (CUSIP: 61946A106)	MOBI
AXA SA (CUSIPs: 054536107 / 149188104 / 866791106)	AXAS	Mol Hungarian Oil & Gas Plc (CUSIP: 831595202)	MOLH
B.A. (CUSIPs: 060587508/ 060593100)	BBAA	Mosenergo Pjsc (CUSIPs: 037376100 / 037376308)	MOSE
Banco Bilbao Vizcaya Argentari (CUSIPs: 059458208 / 059456202 / 059456301 / 059456103 / 058925108 / 05946K101 / 059594408 / 059594507 / 07329Q507 / 07329Q200 / 07329Q309)	BBVA	MTN Group Ltd (CUSIP: 62474M108)	MTNG
Banco Comercial Portugues SA (CUSIPs: 059479303 / 059479709)	BACP	National Australia Bank Ltd (CUSIP: 632525408)	NAAB
Banco Do Brasil SA (CUSIP: 059578104)	BADB	National Bank of Greece SA (CUSIPs: 633643507 / 633643408)	NABG
Banco Popolare SC (CUSIPs: 059471102 / 059633107)	BAPO	National Grid (CUSIPs: 636274102 / 636274300 / 636274409)	NATG
Banco Santander Brasil SA (CUSIPs: 05964H105 / 05967A107)	BASB	National Power Plc (CUSIP: 637194408)	NATP
Banco Santander Chile (CUSIPs: 05965F108 / 05965X109)	BASC	Natuzzi Spa (CUSIP: 63905A101)	NATU
Bank of Ireland (CUSIP: 46267Q103)	BAOI	NEC Corp (CUSIPs: 629050204 / 81661W109)	NECC
Bank of Tokyo – Mitsubishi FJ L (CUSIP: 065379109)	BOTM	Nedbank Group Ltd (CUSIPs: 63975P103 / 63975K104 / 63975P202)	NEDB
Barclays Africa Group Ltd. (CUSIPs: 06738E204 / 06742G302 / 06739H776 / 06739H511 / 06739H362 / 06739F390)	BAAG	Net Servicos de Comunicacao SA (CUSIP: 37957X102)	NETS
BASF SE (CUSIPs: 055262505 / 019097104)	BASF	Newcrest Mining Ltd (CUSIP: 651191108)	NEWC
Bass Plc. (CUSIP: 069904209)	BASS	Newmont Australia Pty Ltd (CUSIPs: 390290104 / 656190105 / 656190204)	NEWM
BAT Industries Plc. (CUSIP: 055270508)	BATI	Nippon Yusen KK (CUSIP: 654633304)	NIPP

ADR/CUSIPs	Code (To be entered in PART III above)	ADR/CUSIPs	Code (To be entered in PART III above)
Bayer AG (CUSIP: 072730302)	BAYE	Nomura Holdings Inc (CUSIP: 65535H208)	NOMU
BBVA Banco Frances SA (CUSIPs: 059591107 / 07329M100)	BBVA	NTT Docomo Inc (CUSIPs: 62942M201 / 62942M102 / 629424201 / 62942M300 / 629424102 / 629424508 / 629424409)	NTTD
BG Group Ltd. (CUSIPs: 055434203 / 052578408 / 055434104 / 780259206 / 780259107)	BGGR	Orange Polska SA (CUSIP: 87943D108)	ORAN
Bidvest Group LTD/THE (CUSIPs: 088836101 / 088836200 / 088836309)	BIDV	Orange SA (CUSIPs: 35177Q105 / 35177Q204 / 35177QAB1)	ORNG
Billabong International (CUSIP: 090055104)	BILL	Orkla Asa (CUSIP: 686331109)	ORKL
Blue Circle Industries (CUSIPs: 095342408 / 095342507)	BLUE	Partner Communications Co Ltd (CUSIP: 70211M109)	PART
BNP Paribas SA (CUSIPs: 05565A202 / 05565A103 / 066747106)	BNPP	Pearson Plc (CUSIP: 705015105)	PEAR
Boehler-Uddeholm AG (CUSIP: 097356307)	BOEH	Pernod Ricard SA (CUSIPs: 019121102 / 714264108)	PERN
Brasil Telecom Participacoes S (CUSIPs: 10553M101 / 10553M200 / 105530109 / 670851104 / 670851203)	BRTP	Petrochina Co Ltd (CUSIP: 71646E100)	PETR
Brasilagro – Co Brasileira De (CUSIP: 10554B104)	BRCB	Petroleo Brasileiro SA (CUSIPs: 71654V101 / 71654V408)	PEBR
Braksem SA (CUSIPs: 105532105 / 217252105 / 86959M101)	BRAS	Pfiln 1.35 (CUSIP: 74050U206)	PFLL
BRF SA (CUSIPs: 10552T107 / 71361V204 / 71361V303 / 71361V105)	BRFS	Pharol Sgps SA (CUSIP: 737273102)	PHAR
British American Tobacco Plc. (CUSIP: 110448107)	BRIT	Polski Koncern Naftowy Orlen S (CUSIP: 731613402)	POLS
British Steel (CUSIP: 111015301)	BRST	Polyus Pjsc (CUSIPs: 678129107 / 73181P102)	POLY
Bunzl Plc. (CUSIPs: 120738406 / 120738307)	BUNZ	Powergen Ltd (CUSIP: 738905405)	POWE
Burmah Castrol Plc. (CUSIP: 122169303)	BURM	Premier Farnell Ltd (CUSIP: 74050U107)	PREM
Cencosud SA (CUSIPs: 15132H101 / 802233106)	CENC	Provident Financial Plc (CUSIP: 74387B103)	PROV
Centrica Plc. (CUSIPs: 15639K102 / 15639K201 / 15639K300)	CENT	Publicis Groupe SA (CUSIPs: 74463M106 / F76080112 / 785144205)	PUBL
Chilcott UK Ltd. (CUSIPs: 363240102 / 93443W109)	CHIL	Qantas Airways Ltd (CUSIPs: 74726M406 / 74726M505)	QANT
China Agri-Industries Holdings (CUSIP: 16940R109)	CHIN	QBE Insurance Group Ltd (CUSIP: 74728G605)	QBEI

ADR/CUSIPs	Code (To be entered in PART III above)	ADR/CUSIPs	Code (To be entered in PART III above)
Chorus Ltd. (CUSIP: 17040V107)	CHOR	Racal Electronics Plc (CUSIP: 749815403)	RACA
Chunghwa Telecom Co., Ltd. (CUSIP: 17133Q205)	CHUN	Randstad UK Holding Ltd (CUSIP: 81617E203)	RAND
CIA Brasileira De Distribuicao (CUSIPs: 20440T201 / 20440T102)	CBDD	Rbs 11.2 Perp (CUSIP: 780097309)	RBSA
CIA Cervejaria Brahma (CUSIPs: 20440X103 / 20440X202)	CCBR	Rbs 6.35 Perp (CUSIP: 780097770)	RBSB
Cia DeBebidas Das Americas-AM (CUSIP: 20441W104)	CBDA	Rbs 8 1/2 Perp (CUSIP: 780097804 / 780097853)	RBSC
Cia De Saneamento Basico Do Es (CUSIP: 20441A102)	CDSB	Rbs 8.1 Perp (CUSIP: 780097705)	RBSD
Cia De Transmissao De Energia (CUSIPs: 20441Q107 / 20441Q206)	CDTD	Rbs 8.2125 Perp (CUSIP: 780097606)	RBSE
Cia Energetica De Sao Paulo (CUSIPs: 20440P209 / 20440P407)	CESP	Rbs 9 1/2 Perp (CUSIP: 780097408)	RBSF
Cia Paranaense De Energia (CUSIPs: 20441B308 / 20441B407)	CIPE	Reed Elsevier NV (CUSIPs: 758204101 / 758205108 / 758204200 / 758205207)	REED
Cie Financiere Richemont SA (CUSIP: 204318109)	CIEF	Rentokil Initial Plc (CUSIP: 760125104)	RENT
Coca Cola Hellenic Bottling Co. (CUSIP: 1912EP104)	COCA	Repsol SA (CUSIP: 76026T205)	REPS
Coca-Cola Amatil Ltd. (CUSIP: 191085208)	COAM	Rexam Ltd (CUSIPs: 761655406 / 761655505 / 761655604)	REXA
Coca-Cola Femsa Sab De CV (CUSIP: 191241108)	COFE	Rhodia SA (CUSIPs: 762397107 / 762397206)	RHOD
Coflexip SA (CUSIP: 192384105)	COFL	Rio Tinto France Sas (CUSIP: 705151207)	RIOF
Commerzbank AG (CUSIPs: 202597308 / 202597605)	COMM	Rio Tinto Plc (CUSIPs: 767202104 / 767204100 / 045074101 / 126170505 / 74974K706)	RIOT
Commonwealth Bank of Australia (CUSIPs: 202712303 / 202712600)	CBOA	Roche Holding AG (CUSIPs: 771195104 / 771195401)	ROCH
Comp. De Geracao De Energia El (CUSIPs: 20441P109 / 20441P208 / 20441R204 / 20441R105 / 264398108 / 264398207)	CDGE	Rolls-Royce Holdings Plc (CUSIP: 775781206)	ROLL
Compass Group Plc. (CUSIPs: 20449X104 / 20449X203 / 20449X302)	COMP	Royal Bank of Scotland/ABN (CUSIPs: 780097721 / 780097739)	ROYA
Continental AG (CUSIP: 210771200)	CONT	Rushydro Pjsc (CUSIPs: 466294105 / 782183123 / 782183131 / 782183404 / 466294204)	RUSH
Converium (CUSIP: 21248N107)	CONV	RWE AG (CUSIPs: 74975E303 / 74975E402)	RWEA
Corus Group Ltd. (CUSIP: 22087M101)	CORU	RWE Generation UK Holdings Plc (CUSIP: 45769A103)	RWEG
Cosco Shipping International S	COSC	Ryanair Holdings Plc	RYAN

ADR/CUSIPs	Code (To be entered in PART III above)	ADR/CUSIPs	Code (To be entered in PART III above)
(CUSIP: 22112Y203)		(CUSIP: 783513104)	
Craneware Plc. (CUSIP: 224465104)	CRAN	Sadia SA (CUSIP: 786326108)	SADI
Crayfish Co. Ltd. (CUSIP: 225226208)	CRAY	Sanofi (CUSIPs: 80105N105 / 762426AC8 / 762426401 / 80105N204)	SANO
Credit Suisse Group AG (CUSIP: 225401108)	CRED	Santander UK Plc (CUSIPs: 002920106 / 002920700)	SANT
CRH Plc. (CUSIP: 12626K203)	CRHP	Sanuk 8 3/4 Perp (CUSIP: 002920205)	SANU
Crucell NV (CUSIP: 228769105)	CRUC	Sap SE (CUSIPs: 803054204 / 803054303)	SAPS
Dai Nippon Printing Co Ltd (CUSIP: 233806306)	DAIN	Sappi Ltd. (CUSIPs: 803069103 / 803069202 / 108510041)	SAPP
Danka Business Systems Plc (CUSIP: 236277109)	DABS	Sasol Ltd. (CUSIP: 803866300)	SASO
DBS Group Holdings Ltd (CUSIP: 23304Y100)	DBSG	Sberbank of Russia Pjsc (CUSIP: 80585Y308)	SBER
Delhaize Group Sca (CUSIP: 29759W101)	DELH	Scor SE (CUSIP: 80917Q106)	SCOR
Deutsche Bank AG (CUSIP: 251525309)	DEUT	Scottish Power Plc (CUSIPs: 81013T408 / 81013T705)	SCOT
Deutsche Lufthansa AG (CUSIPs: 251561304 / 549836500)	DEUL	Sega Sammy Holdings Inc (CUSIP: 815794102)	SEGA
Deutsche Post AG (CUSIP: 25157Y202)	DEUP	Sekisui House Ltd (CUSIP: 816078307)	SEKI
Diageo Plc (CUSIPs: 25243Q205 / 25243Q106 / 402033302)	DIAG	Serono (CUSIP: 81752M101)	SERO
Dollar Pref Restricted 4-2 b e (CUSIPs: 6162*1019 / 6162*1017)	DOLL	Seversky Tube Works Pjsc (CUSIP: 818146102)	SEVE
Dominion Mining Ltd (CUSIP: 257457309)	DOMN	Shell Transport & Trading Co I (CUSIP: 822703609)	SHEL
Drdgold Ltd (CUSIPs: 26152H103 / 26152H301 / 266597301)	DRDG	Shiseido Co Ltd (CUSIP: 824841407)	SHIS
Dresdner Bank AG (CUSIPs: 261561302 / 261561401)	DRES	Shoprite Holdings Ltd (CUSIP: 82510E209)	SHOP
Ducati Motor Holding Spa (CUSIP: 264066101)	DUCA	Sibanye Gold Ltd (CUSIPs: 03840M109 / 825724206)	SIBA
Eletropaulo Metropolitana Elet (CUSIP: 286203302)	ELET	Signet Jewelers Ltd (CUSIP: 82668L872)	SIGN
Elf Aquitaine SA (CUSIP: 286269105)	ELFA	Sims Metal Management Ltd (CUSIP: 829160100)	SIMS
Embotelladora Andina SA (CUSIPs: 29081P204 / 29081P303)	EMBO	Six Continents Ltd (CUSIP: 830018107)	SIXC
Embratel Participacoes SA (CUSIPs: 29081N100 / 29081N209)	EMBR	Sky Plc (CUSIP: 111013108)	SKYP

ADR/CUSIPs	Code (To be entered in PART III above)	ADR/CUSIPs	Code (To be entered in PART III above)
Empresas Ica Sab de CV (CUSIP: 292448107)	EMPR	Smithkline Beecham Ltd (CUSIP: 832378301)	SMIT
Engie Brasil Energia SA (CUSIPs: 892360108 / 29286U107 / 892360306)	ENGI	Sociedad Quimica y Minera De C (CUSIP: 833636103)	SOCI
Eni Lasmo Plc (CUSIP: 501730204)	ENIL	Sociedad Quimica y Minera de Chile (CUSIP: 833635105)	SQMC
Eni Spa (CUSIP: 26874R108)	ENSP	Societe Generale SA (CUSIPs: 784320103 / 784320202 / 83364L109)	SOGE
Eniim 10 Perp (CUSIP: 501730303)	ENII	Sodexo SA (CUSIP: 833792104)	SODE
Erste Group Bank AG (CUSIP: 296036304)	ERST	Softbank Group Corp (CUSIP: 471104109)	SOFT
Evraz Highveld Steel & Vanadiu (CUSIP: 30050A301)	EVRA	Southern Electric Plc 144a (CUSIPs: 842809709 / 842809402)	SOUT
Ferguson Plc (CUSIP: 97786P100)	FERG	Spark New Zealand Ltd (CUSIPs: 84652A102 / 879278307 / 879278208)	SPAR
Fibria Celulose SA (CUSIP: 92906P106)	FIBR	Sse Plc (CUSIPs: 810133405 / 810133702 / 81012K309)	SSEP
Fila Holding S.P.A. (CUSIP: 316850106)	FILA	Standard Bank Group Ltd (CUSIP: 853118206)	STAN
Fomento Economico Mexicano Sab (CUSIP: 344419106)	FOME	Statoil Asa (CUSIP: 85771P102)	STAT
Foster's Group Pty Ltd (CUSIP: 350258307)	FOST	Submarino S.A. - Reg s (CUSIPs: 86431P300 / 86431P508)	SUBM
Fresenius Medical Care AG & Co (CUSIPs: 358029106 / 358029205)	FRES	Sumitomo Mitsui Financial Group (CUSIP: 865622104)	SUMI
Gallaher Group Ltd (CUSIP: 363595109)	GALA	Suncorp Group Ltd (CUSIP: 867232100)	SUNC
Gates Worldwide Ltd (CUSIP: 890030208)	GATE	Surgutneftegas Ojsc (CUSIPs: 46625F104 / 868861204 / 868861105)	SURG
Gazprom Neft Pjsc (CUSIP: 36829G107)	GAZP	Svenska Cellulosa Ab Sca (CUSIP: 869587402)	SVEN
Gazprom Pjsc (CUSIPs: 47973C305 / 753317304 / 753317205 / 753317106)	GAPP	Swedish Match Ab (CUSIP: 870309507)	SWED
Genesys (CUSIP: 37185M209)	GENE	Swire Pacific Ltd (CUSIPs: 870794302 / 870794401 / 870797404)	SWIR
Gerdau SA (CUSIP: 373737105)	GERD	Swisscom AG (CUSIP: 871013108)	SWIS
Getlink SE (CUSIP: 39944Q109)	GETL	Syngenta AG (CUSIP: 87160A100)	SYNG
Glaxosmithkline Plc (CUSIP: 37733W105)	GLAX	Tabcorp Holdings Ltd (CUSIP: 873306203)	TABC
Gol Linhas Aereas Inteligent (CUSIP: 38045R107)	GOLL	Tata Communications Ltd (CUSIPs: 876564105 / 92659G402 /	TATA

ADR/CUSIPs	Code (To be entered in PART III above)	ADR/CUSIPs	Code (To be entered in PART III above)
		92659G600 / 92659G303)	
Gold Fields Ltd (CUSIPs: 262026503 / 38059R100 / 38059T106 / 380596205 / 957654304)	GOLD	Tate & Lyle Plc (CUSIP: 876570607)	TATE
Grupo Aeroportuario del Centro (CUSIP: 400501102)	GRUP	Tatneft Pjsc (CUSIPs: 03737P207 / 03737P108 / 65486P100 / 876629205)	TATN
Grupo Aeroportuario del Pacifi (CUSIP: 400506101)	GADP	TDC A/S (CUSIP: 87236N102)	TDCA
Grupo Aeroportuario del Surest (CUSIP: 40051E202)	GADS	Tele Celular Sul Part S.A. (CUSIP: 879238103)	TELC
Grupo Casa Saba Sab de CV (CUSIP: 40048P104)	GCSS	Tele Centro Oeste Celular Part (CUSIP: 87923P105)	TECE
Grupo Elektra, S.A. De C.V. (CUSIP: 40050A102)	GREL	Tele Nordeste Celular Particip (CUSIP: 87924W109)	TELN
Grupo Financiero Banorte Sab D (CUSIPs: 400486106 / 059456400 / 059456509 / 40051M105 / 40052P107 / 400486304 / 40051M204)	GRFI	Tele Norte Leste Participacoes (CUSIPs: 87924Y105 / 879246106)	TNLP
Grupo Mex Desarrollo (CUSIPs: 40048G104 / 40048G203)	GRMD	Tele Sudeste Celular Participa (CUSIPs: 87943B102 / 879252104)	TELS
Grupo Televisa SAB (CUSIP: 40049J206)	GRTS	Tele2 AB (CUSIPs: 87952P109 / 87952P208)	TELE
Hannover Rueck SE (CUSIP: 410693105)	HANN	Telecomunicacoes Brasileiras S (CUSIP: 879287209)	TECB
Harmony Gold Mining Co Ltd (CUSIP: 413216300)	HAGO	Telekom Austria AG (CUSIP: 87943Q109)	TELA
Hbos Plc (CUSIP: 42205M106)	HBOS	Telekomunikasi Indonesia Perse (CUSIP: 715684106)	TELI
Hellenic Telecommunications OR (CUSIP: 423325307)	HETE	Telemig Celular Participacoes (CUSIP: 87944E105)	TECP
Henkel AG & Co KGAA (CUSIP: 42550U109 / 42550U208)	HENK	Telesp Participacoes S.A. (CUSIPs: 87952L108 / 87952K100)	TESP
Hillsdown Holdings Plc (CUSIP: 432586204)	HILL	Telkom SA Soc Ltd (CUSIP: 879603108)	TELK
HMS Hydraulic Machines & Syste (CUSIP: 40425X100)	HMSH	Telstra Corp Ltd (CUSIPs: 87969N204 / 87969N303 / 87969N105)	TEST
Hoechst Gmbh (CUSIP: 434390308)	HOEC	Ternium Mexico SA De Cv (CUSIP: 880890108)	TERN
Hot Telecommunication System I (CUSIP: 576561104)	HOTT	Tesco Plc (CUSIPs: 881575302 / 098561202)	TESC
Hydromet Corp Ltd (CUSIP: 449003102)	HYDR	Teva Pharmaceutical Industries (CUSIPs: 881624209 / 16361E108 / 50540H104)	TEVA
Igate Computer Systems Ltd (CUSIP: 703248203)	IGAT	Tiger Brands Ltd (CUSIPs: 88673M102 / 88673M201 / 886911106)	TIGR
Imperial Holdings Ltd (CUSIPs: 452833106 / 452833205)	IMPE	TMK Pjsc (CUSIP: 87260R300)	TMKP

ADR/CUSIPs	Code (To be entered in PART III above)	ADR/CUSIPs	Code (To be entered in PART III above)
Incitec Pivot Ltd (CUSIP: 45326Y206)	INCI	Total SA (CUSIPs: 89151E109 / 716485206)	TOTA
Indosat Tbk Pt (CUSIP: 744383100)	INDO	Transcom Worldwide SA (CUSIPs: 893234104 / 893545103 / 893545202 / 894116102)	TRAN
Indusind Bank Ltd (CUSIP: 45579Q108)	INDU	Trend Micro Inc/Japan (CUSIP: 89486M206)	TREN
Industrias Bachoco Sab de CV (CUSIP: 456463108)	INDB	Turkiye Garanti Bankasi AS (CUSIPs: 900148305 / 900148701 / 900151101)	TURK
Industrie Natuzzi S.P.A. (CUSIP: 456478106)	INDU	Tv Azteca Sab De Cv (CUSIP: 901145102)	TVAZ
Informa Plc (CUSIPs: 093529204 / 45672B206 / 45672B305 / 90265U203 / 90969M101)	INFO	UBS AG (CUSIP: 90261R105)	UBSA
Intercontinental Hotels Group (CUSIPs: 45857P103 / 458573102 / 458573201)	INTE	Ultrapar Participacoes SA (CUSIP: 90400P101)	ULTR
International Power Ltd (CUSIP: 46018M104)	INPO	Unibail-Rodamco SE (CUSIP: 960224103)	UNIB
Intesa Sanpaolo Spa (CUSIPs: 05944F104 / 46115H107)	INTS	Unified Energy System Oao (CUSIPs: 904688108 / 904688405)	UNIF
Invensys Ltd (CUSIP: 461204109)	INVE	Union Andina de Cementos SAA (CUSIP: 904845104)	UNIO
Inversiones Aguas Metropolitan (CUSIP: 46128Q201)	INAM	United Overseas Bank Ltd (CUSIPs: 911271302 / 910903301)	UNIT
Itau Unibanco Holding SA (CUSIPs: 059602102 / 465562106 / 059602201 / 90458E107)	ITAU	Usinas Siderurgicas de Minas G (CUSIP: 917302408)	USIN
J Sainsbury Plc (CUSIP: 466249208)	SAIN	Van Der Moolen Holding Nv (CUSIP: 921020103)	VAND
Johnson Matthey Plc (CUSIPs: 479142309 / 479142408 / 479142507)	JOHN	Veolia Environnement SA (CUSIP: 92334N103)	VEOL
Julius Baer Group Ltd (CUSIP: 481369106)	JULI	Vimpel-Communications Pjsc (CUSIPs: 92719A106 / 92719A304)	VIMP
Kidde Plc (CUSIP: 493793103)	KIDD	Vina Concha y Toro SA (CUSIP: 927191106)	VINA
Kingfisher Plc (CUSIPs: 495724403 / 495724205 / 495724304)	KING	Vivendi SA (CUSIPs: 137041208 / 204390108 / 419312202 / 92851S105 / 92851S204)	VIVE
Kingsgate Consolidated Ltd (CUSIP: 496362104)	KIGA	Vodafone Airtouch Plc (CUSIP: 92857T107)	VODA
Klabin SA (CUSIPs: 45647P108 / 49834M100)	KLAB	Vodafone Group Plc (CUSIPs: 92857W308 / 698113107 / 87926R108 / 92857W209 / 92857W100 / 92858M101)	VODG
Komatsu Ltd (CUSIP: 500458401)	KOMA	Wacoal Holdings Corp (CUSIP: 930004205)	WACO
Komercni Banka AS (CUSIP: 500459409)	KOME	Wal-mart de Mexico Sab De Cv (CUSIP: 93114W107)	WALM

ADR/CUSIPs	Code (To be entered in PART III above)	ADR/CUSIPs	Code (To be entered in PART III above)
Koninklijke Ahold N.V. (CUSIPs: 500467303 / 500467402 / 500467AA3)	KONI	Wavecom SA (CUSIP: 943531103)	WAVE
Koor Industries Ltd (CUSIP: 500507108)	KOOR	Westpac Banking Corporation (CUSIPs: 789547106 / 961214301)	WEST
Kroton Educacional SA (CUSIP: 50106A402)	KROT	Wind Hellas Telecommunications (CUSIPs: 859823106 / 88706Q104)	WIND
Kumba Iron Ore Ltd (CUSIP: 50125N104)	KUMB	WMC Limited (CUSIPs: 928947100 / 92928R106)	WMCL
Ladbroke Group Inc (CUSIPs: 505727305 / 505730101)	LADB	Woodside Petroleum Ltd (CUSIP: 980228308)	WOOD
Lagardere Sca (CUSIP: 507069102)	LAGA	Woolworths Holdings Ltd/South (CUSIPs: 480209402 / 98088R109 / 98088R505)	WOOL
Lan airlines S.A. (CUSIP: 501723100)	LANA	Zurich Insurance Group AG (CUSIPs: 01959Q101 / 98982M107 / 989825104)	ZURI

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: THE BANK OF NEW YORK MELLON ADR FX LITIGATION	16-CV-00212-JPO-JLC ECF Case
This Document Relates to:	
ALL ACTIONS	

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a putative class action is pending in this Court captioned *In re: The Bank of New York Mellon ADR FX Litigation*, 16-CV-00212-JPO-JLC (S.D.N.Y.) (the “Action”);

WHEREAS, (i) David Feige, International Union of Operating Engineers Local 138 Annuity Fund, and Annie L. Normand (collectively, “Named Plaintiffs”) and Diana Carofano and Chester County Employees Retirement Fund (“Intervenor Plaintiffs” and, together with Named Plaintiffs, “Lead Plaintiffs”), on behalf of themselves and the Settlement Class (as defined below), and (ii) The Bank of New York Mellon (“Defendant” or “BNYM”) have determined to settle the Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated January 15, 2019 (the “Stipulation” or the “Settlement”), subject to the approval of this Court;

WHEREAS, unless otherwise defined in this Order and Final Judgment, the capitalized terms used herein shall have the same meanings as they have in the Stipulation;

WHEREAS, by Order dated _____, 2019 (the “Notice Order”), this Court: (a) found that the Parties demonstrated that the Court would likely be able to approve the Settlement, as embodied in the Stipulation, as being fair, reasonable, and adequate to the Settlement Class under Rule 23(e)(2) of the Federal Rules of Civil Procedure; (b) preliminarily found the

prerequisites for class action certification under Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure with respect to the Settlement Class likely to be found to be satisfied solely for the purpose of effectuating the Settlement; (c) directed that notice of the proposed Settlement be provided to Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on _____, 2019 (the “Final Approval Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore be approved; (b) whether the prerequisites for class certification under Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure with respect to the Settlement Class are satisfied solely for the purpose of effectuating the Settlement; and (c) whether a judgment should be entered dismissing the Action with prejudice as against Defendant; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents** – This Order and Final Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on January 15, 2019;

and (b) the Notice, Post-Card Notice, Publication Notice, and Banner Ads, all of which were filed with the Court on _____, 2019.

3. **Certification of the Settlement Class for Purposes of Settlement** – Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of a Settlement Class defined as all entities and individuals who at any time during the period January 1, 1997 through _____, 2019 held (directly or indirectly, registered or beneficially), or otherwise claim any entitlement to any payment (whether a dividend, rights offering, interest on capital, sale of shares, or other distribution) in connection with, any American Depositary Share (sometimes known as an American Depositary Receipt) (“ADR”) for which BNYM acted as the depositary sponsored by an issuer that is identified in the Appendix attached to the Stipulation. For avoidance of doubt, Settlement Class Members include all entities, organizations, and associations regardless of form, including investment funds and pension funds of any kind. BNYM and its officers, directors, legal representatives, heirs, successors, corporate parents, subsidiaries, and/or assigns, other than Investment Vehicles (which are not excluded), are excluded from the Settlement Class only to the extent that such persons or entities had a proprietary (i.e., for their own account) interest in any such ADR and not to the extent that they hold or held such ADR in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the definition of the Settlement Class. Also excluded from the Settlement Class are any persons and entities who or which excluded themselves from the Settlement Class by submitting a request for exclusion that was accepted by the Court, as listed on the attached Exhibit 1.

4. Lead Plaintiffs are hereby appointed, for purposes of effectuating the Settlement only, as representatives for the Settlement Class for purposes of Rule 23 of the Federal Rules of Civil Procedure. Kessler Topaz Meltzer & Check LLP and Lieff Cabraser Heimann & Bernstein, LLP, which were appointed by the Court to serve as Interim Co-Lead Counsel, are hereby appointed, for settlement purposes only, as counsel for the Settlement Class pursuant to Rules 23(c)(1)(B) and (g) of the Federal Rules of Civil Procedure.

5. **Notice** – The Court finds that the dissemination of the Notice, Post-Card Notice, Publication Notice and Banner Ads: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to exclude themselves from the Settlement Class; (iii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iv) Lead Plaintiffs’ Counsel’s motion for an award an attorneys’ fees and reimbursement of Litigation Expenses (including Service Awards to Lead Plaintiffs); (v) their right to object to any aspect of the Settlement, the Plan of Allocation and/or Lead Plaintiffs’ Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses; and (vi) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

6. **CAFA** – The Court finds that the notice requirements set forth in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, to the extent applicable to the Action, have been satisfied.

7. **[Objections]** – The Court has considered each of the objections to the Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. The Court finds and concludes that each of the objections is without merit, and they are hereby overruled.]

8. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendant in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. Specifically, the Court finds that, pursuant to Rule 23(e)(2), (A) Lead Plaintiffs and Lead Plaintiffs' Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated at arm's length; (C) the relief provided for the Settlement Class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member claims; (iii) the terms of the proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

9. The Action is hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

10. **Binding Effect** – The terms of the Stipulation and of this Order and Final Judgment shall be forever binding on Defendant, Lead Plaintiffs, and all Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form,

seeks or obtains a distribution from the Net Settlement Fund, or objected to the Settlement), as well as their respective successors and assigns. [The persons and entities listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Stipulation or this Order and Final Judgment.]

11. **Releases** – The Releases set forth in ¶¶ 6 and 7 of the Stipulation, together with the definitions contained in ¶ 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Pursuant to this Order and Final Judgment, without further action by anyone, and subject to ¶ 12 below, upon the Effective Date of the Settlement, Lead Plaintiffs and each and every member of the Settlement Class, on behalf of themselves and each of their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Claim against any of the Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Releasees.

(b) Pursuant to this Order and Final Judgment, without further action by anyone, and subject to ¶ 12 below, upon the Effective Date of the Settlement, Defendant shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendant Claim against the Releasors, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant Claims against any of the Releasors.

12. Notwithstanding ¶ 11(a) – (b) above, nothing in this Order and Final Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Order and Final Judgment.

13. **Rule 11 Findings** – The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

14. **No Admissions** – Except as set forth in the Stipulation and in ¶ 15 below, neither this Order and Final Judgment nor the Stipulation (whether or not consummated), nor any negotiations, proceedings, or agreements relating to the Stipulation or the Settlement, nor any matters arising in connection with the settlement negotiations, proceedings, or agreements, shall be offered or received against any or all of the Released Parties for any purpose, and in particular:

(a) do not constitute, and shall not be offered or received against Defendant or the other Releasees as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by Defendant or the Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or any other Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation or other proceeding, including but not limited to the Released Claims, or of any liability, damages, negligence, fault, or wrongdoing of Defendant or the Releasees;

(b) do not constitute, and shall not be offered or received against Defendant or the other Releasees as evidence of, a presumption, concession, or admission of any fault, misstatement, or omission with respect to any statement or written document approved or made by Defendant or the Releasees, or against Defendant, the Releasees, Lead Plaintiffs, or any other

member of the Settlement Class as evidence of any infirmity in the claims or defenses that have been or could have been asserted in the Action;

(c) do not constitute, and shall not be offered or received against Defendant or the other Releasees as evidence of, a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against Defendant or the Releasees, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(d) do not constitute, and shall not be construed against Defendant or the other Releasees as an admission or concession that, the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as, an admission, concession, or presumption against Lead Plaintiffs or any other Settlement Class Member that any of their claims are without merit or infirm, that a class should not be certified, or that damages recoverable under the complaints filed in the Action would not have exceeded the Settlement Amount.

15. The Released Parties may file or refer to the Stipulation, this Order and Final Judgment, and/or any Claim of a Settlement Class Member to effectuate the liability protection granted thereunder, including, without limitation, to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Released Parties may file the Stipulation and/or this Order and Final Judgment in any action that may be brought to enforce the terms of the Stipulation and/or this Order and Final Judgment;

however, in no event shall any Party use in the litigation of this Action, for any purposes other than the implementation of the Settlement, information disclosed by any Party during and for the purpose of the negotiation and implementation of the Settlement. All Released Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

16. **Retention of Jurisdiction** – Without affecting the finality of this Order and Final Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation Expenses by Lead Plaintiffs' Counsel in the Action that will be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to approve distribution of the Net Settlement Fund to Authorized Recipients; and (f) the Settlement Class Members for all matters relating to the Action.

17. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Lead Plaintiffs' Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses, including Service Awards to Lead Plaintiffs. Such orders shall in no way affect or delay the finality of this Order and Final Judgment and shall not affect or delay the Effective Date of the Settlement.

18. **Modification of the Agreement of Settlement** – Without further approval from the Court, Lead Plaintiffs and Defendant are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order and Final Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement.

Without further order of the Court, Lead Plaintiffs and Defendant may agree to reasonable extensions of time to carry out any of the provisions of the Settlement.

19. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order and Final Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order and Final Judgment shall be without prejudice to the rights of Lead Plaintiffs, Settlement Class Members and Defendant, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the execution of the Term Sheet on October 16, 2018, as provided in the Stipulation. Except as otherwise provided in the Stipulation, in the event the Settlement is terminated in its entirety or if the Effective Date fails to occur for any reason, the balance of the Settlement Fund including interest accrued therein, less any Notice and Administration Costs paid, incurred or owing and less any Taxes and Tax Expenses paid, incurred or owing, shall be refunded to BNYM (or such other persons or entities as BNYM may direct) in accordance with the Stipulation.

20. **Entry of Final Judgment** – There is no just reason to delay the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this _____ day of _____, 2019.

The Honorable J. Paul Oetken
United States District Judge

Exhibit 1

**[List of Persons and Entities Excluded from
the Settlement Class Pursuant to Request]**