

COUR SUPÉRIEURE
(Chambre des actions collectives)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 200-06-000189-152

DATE : 17 novembre 2016

SOUS LA PRÉSIDENTE DE L'HONORABLE CLAUDE BOUCHARD, j.c.s.

CHRISTINE BÉLAND

Demanderesse

c.

BANQUE ROYALE DU CANADA
et
RBC MARCHÉ DES CAPITAUX, SARL
et
BANK OF AMERICA CORPORATION
et
BANK OF AMERICA, N.A.
et
BANQUE D'AMÉRIQUE DU CANADA
et
BANK OF AMERICA, NATIONAL ASSOCIATION
et
THE BANK OF TOKYO MITSUBISHI UFJ LTD.
et
BANQUE DE TOKYO-MITSUBISHI UFJ (CANADA)
et
BARCLAYS BANK PLC
et
BARCLAYS CAPITAL INC.
et

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BARCLAYS CAPITAL CANADA INC.

et

GROUPE BNP PARIBAS

et

BNP PARIBAS NORTH AMERICA, INC.

et

BNP PARIBAS (CANADA)

et

BNP PARIBAS

et

CITIGROUP, INC.

et

CITIGROUP GLOBAL MARKETS CANADA INC.

et

CITIBANK, N.A.

et

CITIBANQUE CANADA

et

CREDIT SUISSE GROUP AG

et

CREDIT SUISSE SECURITIES (USA) LLC

et

VALEURS MOBILIÈRES CRÉDIT SUISSE (CANADA), INC.

et

CREDIT SUISSE AG

et

BANQUE D'ALLEMAGNE

et

LE GROUPE GOLDMAN SACHS

et

GOLDMAN, SACHS & CO.

et

GOLDMAN SACHS CANADA INC.

et

HSBC HOLDINGS PLC

et

HSBC BANK PLC

et

HSBC NORTH AMERICA HOLDINGS INC.

et

HSBC BANK USA, N.A.

et

BANQUE HSBC CANADA

et

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JPMORGAN CHASE & CO.
et
JPMORGAN CHASE BANK, N.A.
et
J.P. MORGAN BANK CANADA
et
J.P. MORGAN CANADA
et
BANQUE JPMORGAN CHASE, ASSOCIATION NATIONALE
et
MORGAN STANLEY
et
MORGAN STANLEY CANADA LIMITEE
et
ROYAL BANK OF SCOTLAND GROUP PLC
et
RBS SECURITIES, INC.
et
ROYAL BANK OF SCOTLAND N.V.
et
LA BANQUE RBS PLC
et
SOCIÉTÉ GÉNÉRALE S.A.
et
SOCIÉTÉ GÉNÉRALE
et
SOCIÉTÉ GÉNÉRALE (CANADA)
et
STANDARD CHARTERED PLC
et
UBS AG
et
UBS SECURITIES LLC
et
BANQUE UBS (CANADA)

Défenderesses

**JUGEMENT SUR DEMANDE POUR OBTENIR L'APPROBATION D'UNE
TRANSACTION**

200-06-000189-152

[1] **ATTENDU** que les parties sont impliquées dans un litige de la nature d'une action collective;

[2] **ATTENDU** qu'une entente de règlement a été conclue entre la demanderesse et les défenderesses suivantes (ci-après les « Défenderesses qui règlent¹ »), à savoir : Groupe BNP Paribas, BNP Paribas North America, Inc., BNP Paribas (Canada) et BNP Paribas (ci-après l'« Entente BNP »);

[3] **ATTENDU** que la demanderesse demande l'approbation de l'Entente BNP;

[4] **CONSIDÉRANT** le jugement rendu le 23 septembre 2016 par lequel la Cour a approuvé le contenu et ordonné la publication de l'avis d'audience aux membres;

[5] **CONSIDÉRANT** que les avis ont été publiés en temps opportun, en français et en anglais;

[6] **CONSIDÉRANT** l'expiration de l'échéance fixée pour s'opposer à l'Entente BNP et qu'il n'y a eu que deux (2) objections écrites au total à l'égard de trois (3) ententes;

[7] **CONSIDÉRANT** qu'aucun Membre du Groupe visé par le Règlement² ne s'est présenté devant cette Cour afin de s'opposer à l'approbation l'Entente BNP;

[8] **CONSIDÉRANT** que le délai pour s'exclure de l'action collective au Québec expirera le 5 décembre 2016;

[9] **CONSIDÉRANT** l'article 590 du *Code de procédure civile*;

[10] **CONSIDÉRANT** que la demande a dûment été notifiée au Fonds d'aide aux actions collectives;

[11] **CONSIDÉRANT** les représentations des avocats;

[12] **APRÈS EXAMEN**, il y a lieu de faire droit à la demande de la demanderesse;

POUR CES MOTIFS, LE TRIBUNAL :

[13] **ACCUEILLE** la demande;

[14] **DÉCLARE** qu'au surplus des définitions utilisées ailleurs dans ce jugement, et pour les fins de ce jugement, les définitions contenues dans l'Entente BNP, jointe comme Annexe A à ce jugement, s'appliquent et sont incorporées au présent jugement;

[15] **DÉCLARE** qu'en cas de conflit entre le présent jugement et l'Entente BNP, le présent jugement prévaudra;

¹ « *Settling Defendants* ».

² « *Settlement Class Member* ».

[16] **DÉCLARE** que les définitions suivantes s'appliquent :

- a) **Effective Date**³ means the later date between: (i) the date when Final Orders have been received from all Courts approving this settlement; and (ii) the expiry of the Opt-Out Deadline.
- b) **Released Claims**⁴ mean any and all manner of claims causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, lawyers' fees, disgorgement, restitution and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, arising from or relating in any way to any conduct alleged or that could have been alleged in and arising from the factual predicate of the Proceedings⁵, or any amended complaint or pleading therein, from the beginning of time until the Effective Date, which shall be deemed to include but not be limited to: (i) communications related to FX Instruments, FX Trading, or FX Benchmark Rates, between a Released Party and any other FX dealer or any other participant in the conspiracy alleged in the Proceedings through chat rooms, instant messages, email, or other means; (ii) agreements, arrangements, or understandings related to FX Instruments, FX Trading, or FX Benchmark Rates, between a Released Party and any other FX dealer or any other participant in the conspiracy alleged in the Proceedings through chat rooms, instant messages, email, or other means; (iii) the sharing or exchange of customer information between a Released Party and any other FX dealer or any other participant in the conspiracy alleged in the Proceedings - including but not limited to customer identity, trading patterns, transactions, net positions or orders, stop losses or barrier options, pricing, or spreads related to FX Instruments, FX Trading, or FX Benchmark Rates; (iv) the establishment, calculation, manipulation, or use of the WM/Reuters fixing rates, including the 4:00 p.m. London closing spot rates, and trading that may impact such rates; (v) the establishment, calculation, manipulation, or use of the European Central Bank FX reference rates, including the ECB rate set at 1:15 p.m. London time; (vi) the establishment, calculation, manipulation, or use of the CME daily settlement rates; (vii) the establishment, calculation, manipulation, or use of any other FX benchmarks, including benchmark fixing rates, benchmark settlement rates, or benchmark reference rates; (viii) the

³ Date d'entrée en vigueur.

⁴ Réclamations quittancées.

⁵ Procédures.

establishment, calculation, communication, manipulation, or use of the price, spread, or rate of any FX Instrument or FX Exchange-Traded Instrument; and (ix) the sharing or exchange of customer information or confidential information in the possession of the Settling Defendants between a Released Party and any other FX dealer or any other participant in the conspiracy alleged in the Proceedings related to the establishment, calculation, manipulation, or use of any FX price, spread, or rate. Provided, however, Released Claims do not include "last look" claims related to possible delays built into the Settling Defendants' algorithmic or electronic trading platforms that resulted in the Settling Defendants declining spot orders or requests to trade, including trading on electronic communications networks, that were submitted based upon prices the Settling Defendants quoted or displayed in over-the-counter FX markets, notwithstanding anything to the contrary herein.

- c) **Releasees**⁶ means, jointly and severally, individually and collectively, the Settling Defendants and each of their past, present and future, direct and indirect parents (including holding companies), owners, subsidiaries, divisions, predecessors, successors, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c C-44), partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and each of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, legal or other representatives, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants⁷.
- d) **Settled Defendant** means:
- i. Bank of America Corporation, Bank of America, N.A., Bank of America Canada, and Bank of America National Association, to the extent that the settlement agreement with such entities is finally approved by this Court;
 - ii. UBS AG, UBS Securities LLC and UBS Bank (Canada), to the extent that the settlement agreement with such entities is finally approved by this Court; and
 - iii. any Defendant that executes its own settlement agreement after the execution of the Settlement Agreement, which settlement agreement is finally approved by the necessary Courts.

⁶ Parties Quittancées.

⁷ Défenderesses qui ne sont pas parties à l'Entente.

- e) **Quebec Settlement Class** means All Persons in Quebec who, between January 1, 2003 and December 31, 2013, entered into an FX Instrument^[1] either directly or indirectly through an intermediary, and/or purchased or otherwise participated in an investment or equity fund, mutual fund, hedge fund, pension fund or any other investment vehicle that entered into an FX Instrument. Excluded from the class are the defendants, their parent companies, subsidiaries, and affiliates; provided, however, that Investment Vehicles^[2] shall not be excluded from the Settlement Class.

[1] "FX Instruments" includes FX spot transactions, outright forwards, FX swaps, FX options, FX futures contracts, options on FX futures contracts, and other instruments traded in the FX market.

[2] "Investment Vehicles" means any investment company or pooled investment fund, including, but not limited to, mutual fund families, exchange-traded funds, fund of funds and hedge funds, in which a Defendant has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but of which a Defendant or its respective affiliates is not a majority owner or does not hold a majority beneficial interest.

[17] **DÉCLARE** que le présent jugement, incluant l'Entente BNP, lie chaque Membre du Groupe visé par le Règlement au Québec, incluant les personnes mineures et celles qui sont inaptes;

[18] **DÉCLARE** que l'Entente BNP est équitable, raisonnable et dans le meilleur intérêt des Membres du Groupe visé par le Règlement au Québec et constituent des transactions au sens de l'article 2631 du *Code civil du Québec*;

[19] **APPROUVE** l'Entente BNP en accord avec l'article 590 du *Code de procédure civile* et **ORDONNE** qu'elle soit mise en œuvre en conformité avec ses termes;

[20] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, chaque Membre du Groupe visé par le Règlement au Québec doit consentir et sera réputé avoir consenti irrévocablement au rejet de ses Autres Actions⁸ commencées contre les Parties Quittancées, sans frais et sans réserve;

[21] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, tout Autre Recours débuté au Québec doit être et est, par le présent jugement, rejeté contre les Parties Quittancées, sans frais et sans réserve;

⁸ « Other Actions ».

[22] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, chaque Partie donnant quittance⁹ a quittancé et sera considérée avoir donné une quittance complète, générale et finale aux Parties Quittancées eu égard aux Réclamations Quittancées;

[23] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, chaque Partie donnant quittance ne pourra maintenant ou dans le futur, intenter, continuer, maintenir, intervenir ou faire valoir, directement ou indirectement, au Canada ou ailleurs, pour son propre compte ou pour le compte de tout groupe ou de toute autre personne, toute procédure, cause d'action, réclamation ou demande contre l'une ou l'autre des Parties Quittancées ou toute autre personne qui pourrait réclamer une contribution, une indemnité ou toute autre réclamation de n'importe laquelle des Parties Quittancées, en rapport avec les Réclamations Quittancées ou toute autre matière y étant reliée, à l'exception de ce qui suit :

- a) la continuation des Procédures contre les Défenderesses qui ne sont pas parties à l'Entente BNP ou toute autre partie désignée ou non-désignée dans les Procédures qui n'est pas une Partie Quittancée; ou
- b) si les Procédures ne sont pas autorisées comme action collective eu égard aux Défenderesses qui ne sont pas partie à l'Entente BNP, la continuation des actions sur une base individuelle contre les Défenderesses qui ne sont pas parties à l'Entente BNP ou toute autre partie désignée ou non-désignée dans les Procédures qui n'est pas une Partie Quittancée;

[24] **DÉCLARE** que, par l'Entente BNP, la demanderesse et les Membres du Groupe visé par le Règlement au Québec renoncent expressément au bénéfice de la solidarité envers les Défenderesses qui ne sont pas parties à l'Entente BNP eu égard aux faits et aux gestes des Parties Quittancées;

[25] **DÉCLARE** que la demanderesse et les Membres du Groupe visé par le Règlement ne pourront dorénavant réclamer et obtenir que les dommages, y incluant les dommages punitifs, les intérêts et les frais (y compris les frais d'enquête en vertu de l'article 36 de la *Loi sur la concurrence*), attribuables aux agissements des Défenderesses qui ne sont pas parties à l'Entente BNP;

[26] **DÉCLARE** que tout appel en garantie ou autre mise en cause pour obtenir une contribution ou une indemnité des Parties Quittancées, ou se rapportant aux Réclamations Quittancées, sera irrecevable et non avenu dans le cadre des Procédures;

[27] **DÉCLARE** que le droit des Défenderesses qui ne sont pas parties à l'Entente BNP d'interroger les Défenderesses qui règlent sera régi par les règles du *Code de procédure civile* et que les Défenderesses qui règlent conservent tous leurs droits de

⁹ « Releasor ».

s'opposer à de tels interrogatoires en vertu du *Code de procédure civile*, le cas échéant; En outre, rien dans le présent jugement n'empêche une Défenderesse qui règle de demander une ordonnance de protection visant à préserver la confidentialité et la protection des renseignements exclusifs concernant les documents à produire et/ou les renseignements obtenus lors d'un interrogatoire. Nonobstant toute disposition du présent jugement, sur toute demande présentée en vertu de ce paragraphe, la Cour pourra rendre les ordonnances au sujet des frais de justice et autres modalités qu'elle juge appropriées;

[28] **DÉCLARE** que les Défenderesses qui ne sont pas parties à l'Entente BNP pourront valablement notifier toute procédure pouvant être requise pour faire valoir leurs droits découlant des paragraphes qui précèdent aux Défenderesses qui règlent en notifiant telle procédure à l'avocat *ad litem* de cette partie, tel qu'il est identifié dans le présent jugement;

[29] **DÉCLARE** que l'approbation de l'Entente BNP et le présent jugement, ainsi que tout motif donné par le Tribunal en lien avec l'approbation de l'Entente BNP et le présent jugement, n'affectent en rien les droits ou les moyens de défense des Défenderesses qui ne sont pas parties à l'Entente BNP dans le cadre du présent recours, et, sans limiter la généralité de ce qui précède, ne sauront en aucun cas servir de fondement aux fins d'établir la compétence du Tribunal, les critères d'autorisation (incluant la définition du Groupe) ou l'existence des éléments constitutifs du droit d'action allégué dans la demande d'autorisation d'exercer une action collective au Québec, à l'encontre des Défenderesses qui ne sont pas parties à l'Entente BNP;

[30] **DÉCLARE** que cette Cour conservera un rôle de surveillance continue, aux fins d'administration et d'exécution de l'Entente BNP et de ce jugement et **CONSTATE** que les Défenderesses qui règlent reconnaissent la compétence de cette Cour pour les fins d'exécution, d'administration et de mise en œuvre de l'Entente BNP et du présent jugement et sujet aux termes et conditions prévues dans l'Entente BNP et le présent jugement;

[31] **DÉCLARE** qu'à l'exception de ce qui est autrement spécifié, le présent jugement n'affecte en rien les droits ou les réclamations qu'ont ou pourraient avoir les Membres du Groupe visé par le Règlement au Québec dans le Recours du Québec contre les Défenderesses qui ne sont pas parties à l'Entente BNP ou toute autre partie désignée ou non-désignée dans les Procédures qui ne sont pas des Parties Quittancées;

[32] **DÉCLARE** que les Parties Quittancées n'ont aucune responsabilité ou obligation quelconque quant à l'administration de l'Entente BNP, y compris dans la gestion, le placement ou la distribution du montant de l'entente;

[33] **ORDONNE** que toute somme composant le montant de l'entente soit détenue en fidéicommiss par les Avocats du Groupe¹⁰ pour le bénéfice des Membres du Groupe visé par le Règlement et qu'après la Date d'entrée en vigueur des ententes, le montant de l'entente puisse être utilisé afin de payer les déboursés encourus par les Avocats du Groupe dans la poursuite des Procédures contre les Défenderesses qui ne sont pas parties aux ententes. Ce paragraphe ne doit pas être interprété comme affectant les droits de la demanderesse et des Membres du Groupe visé par le Règlement de réclamer ces déboursés des Avocats du Groupe dans le contexte d'une éventuelle condamnation aux frais de justice en leur faveur contre les Défenderesses qui ne sont pas parties à l'Entente BNP ou les droits des Défenderesses qui ne sont pas parties à l'Entente BNP de s'opposer à une telle réclamation;

[34] **CONSTATE** que l'Entente BNP prévoit que son approbation est conditionnelle à l'approbation par le Tribunal de l'Ontario et que les termes du présent jugement n'auront aucune force exécutoire à moins que et jusqu'à ce que tel jugement soit rendu en Ontario et que le recours ontarien soit déclaré rejeté contre les Défenderesses qui règlent, sans frais et avec préjudice;

[35] **ORDONNE** que si tel jugement n'est pas rendu en Ontario, le présent jugement sera nul et non avenue et sans préjudice aux droits des Parties de poursuivre l'action, auquel cas, toute entente intervenue entre les Parties incorporée au présent jugement sera réputée avoir été faite sans préjudice;

[36] **DÉCLARE** que, dans l'éventualité où l'Entente BNP se terminait conformément à ses termes, le présent jugement doit être déclaré nul et sans effet à l'égard des Défenderesses qui règlent concernées par la terminaison sur demande subséquente présentée après avis;

[37] **DÉCLARE** qu'à la Date d'entrée en vigueur, par le présent jugement, le Recours du Québec est réglé hors Cour contre les Défenderesses qui règlent;

[38] **LE TOUT** sans frais de justice.



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¹⁰ « Class Counsel ».

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Date d'audience : 15 novembre 2016

Annexe A : Entente BNP

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ANNEXE A
(Entente BNP)

CANADIAN FOREX CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

RECITALS

- A. WHEREAS the Proceedings were commenced by the Ontario Plaintiff in Ontario and the Quebec Petitioner in Quebec;
- B. WHEREAS the Proceedings allege, among other things, that BNPP participated in an unlawful conspiracy to fix the price of currency purchased in the FX Market, and to fix key FX benchmark rates, contrary to Part VI of the *Competition Act*, R.S.C. 1985, c. C-34 and the common law and/or the civil law;
- C. WHEREAS, the Settling Defendants have denied and continue to deny each and all of the claims and allegations of wrongdoing made by the Ontario Plaintiff and the Quebec Petitioner in the Proceedings and all claims and allegations of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Proceedings;
- D. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Settling Defendants;
- E. WHEREAS the Plaintiffs and Class Counsel have concluded, after due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted in the Proceedings, the legal and factual defences thereto, and the applicable law, that: (1) it is in the best interests of the Settlement Classes to enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to ensure that the benefits reflected herein, including the amount to be paid by the Settling Defendants under this Settlement Agreement and the cooperation to be provided to the Plaintiffs by the Settling Defendants under this Settlement Agreement, are obtained for the Settlement Classes; and (2) the settlement set forth in this Settlement Agreement is fair, reasonable, and in the best interests of the classes they seek to represent;

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F. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

G. WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent expressly provided in this Settlement Agreement with respect to the Proceedings;

H. WHEREAS counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement;

I. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the classes the Plaintiffs seek to represent, subject to approval of the Courts;

J. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent;

K. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Settling Defendants;

L. WHEREAS the Parties consent to certification or authorization of the Proceedings as class proceedings and to the Settlement Classes and a Common Issue in respect of each of the Proceedings solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such certification or

authorization shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

M. WHEREAS the Plaintiffs assert that they are adequate class representatives for the classes they seek to represent and will seek to be appointed representative plaintiffs in their respective Proceedings; and

N. WHEREAS the Parties intend to pursue the approval of this Settlement Agreement first through the Ontario Courts;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceedings be settled and dismissed as to the Settling Defendants only, all without costs as to the Plaintiffs, the classes they seek to represent or the Settling Defendants, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purposes of this Settlement Agreement only, including the recitals and schedules hereto:

- (1) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, but excluding Class Counsel Fees and Class Counsel Disbursements.
- (2) *BNPP* means BNP Paribas Group, BNP Paribas North America, Inc., BNP Paribas (Canada), and BNP Paribas.
- (3) *Class Counsel* means Ontario Counsel and Quebec Counsel.
- (4) *Class Counsel Disbursements* include the disbursements, administration expenses, and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings, as well as any adverse costs awards issued against the Plaintiffs in any of the Proceedings.

- (5) *Class Counsel Fees* means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux actions collectives in Quebec.
- (6) *Class Plaintiff* means the plaintiffs listed in Schedule A.
- (7) *Common Issue* means: Did the Settling Defendants conspire to fix, raise, maintain, stabilize, control, or enhance unreasonably the prices of currency purchased in the FX Market?
- (8) *Courts* means: Ontario Court and Quebec Court.
- (9) *Date of Execution* means the date on the cover page hereof as of which the Parties have executed this Settlement Agreement.
- (10) *Defendants* means the entities named as defendants in any of the Proceedings as set out in Schedule A, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants.
- (11) *Distribution Protocol* means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as approved by the Courts.
- (12) *Effective Date* means the date when Final Orders have been received from all Courts approving this Settlement Agreement.
- (13) *Final Orders* means the later of a final judgment pronounced by a Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.
- (14) *FX Benchmark Rates* means (i) the WM/Reuters fixing rates, including the 4:00 p.m. London closing spot rate; (ii) the European Central Bank FX reference rates, including the ECB rate set at 1:15 p.m. London time; (iii) the Chicago Mercantile Exchange ("CME") daily settlement rates, including the rate set at 2:00 p.m. Central Time; and (iv) any other FX benchmark, fixing or reference rate.

- (15) *FX Exchange-Traded Instruments* means any and all FX Instruments that were listed for trading through an exchange, including, but not limited to, FX futures contracts and options on FX futures contracts.
- (16) *FX Instruments* includes FX spot transactions, outright forwards, FX swaps, FX options, FX futures contracts, options on FX futures contracts, and other instruments traded in the FX Market.
- (17) *FX Market* means the market for the exchange of currencies, FX Trading, transactions in FX Instruments and/or FX Exchange-Traded Instruments.
- (18) *FX Trading* means the trading of FX Instruments and FX Exchange-Traded Instruments, regardless of the manner in which such trading occurs or is undertaken, or a decision to withhold bids and offers with respect to FX Instruments or FX Exchange-Traded Instruments.
- (19) *Investment Vehicles* means any investment company or pooled investment fund, including, but not limited to, mutual fund families, exchange-traded funds, fund of funds and hedge funds, in which a Defendant has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but of which a Defendant or its respective affiliates is not a majority owner or does not hold a majority beneficial interest.
- (20) *Non-Settling Defendants* means any Defendant that is not a Settling Defendant or any Defendant that has not entered into a settlement with the Plaintiffs in the Proceeding whether or not such settlement agreement is in existence at the Date of Execution, and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the date of execution.
- (21) *Ontario Action* means the Ontario Action as defined in Schedule A.
- (22) *Ontario Counsel* means Koskie Minsky LLP, Sotos LLP, Siskinds LLP, and Camp Fiorante Matthews Mogerman LLP.
- (23) *Ontario Court* means the Ontario Superior Court of Justice.
- (24) *Ontario Plaintiff* means Christopher Staines.

- (25) *Ontario Settlement Class* means the settlement class in respect of the Ontario Action as defined in Schedule A.
- (26) *Opt-Out Deadline* means the date which is sixty (60) days after the date in the notice described in Section 11 is first published.
- (27) *Other Actions* means actions or proceedings, excluding the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (28) *Parties* means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members
- (29) *Person* means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (30) *Plaintiffs* means the Ontario Plaintiff and the Quebec Plaintiff.
- (31) *Proceedings* means the Ontario Action and the Quebec Action as defined in Schedule A.
- (32) *Proportionate Liability* means the proportion of any judgment that, had the Settling Defendants not settled, the Ontario or Quebec Court, as applicable, would have apportioned to the Releasees.
- (33) *Quebec Action* means the Quebec Action as defined in Schedule A.
- (34) *Quebec Counsel* means Siskinds Desmeules s.e.n.c.r.l.
- (35) *Quebec Court* means the Superior Court of Quebec.
- (36) *Quebec Petitioner* means Christine Béland.
- (37) *Released Claims* mean any and all manner of claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of

recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, lawyers' fees, disgorgement, restitution and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, arising from or relating in any way to any conduct alleged or that could have been alleged in and arising from the factual predicate of the Proceedings, or any amended complaint or pleading therein, from the beginning of time until the Effective Date, which shall be deemed to include but not be limited to: (i) communications related to FX Instruments, FX Trading, or FX Benchmark Rates, between a Released Party and any other FX dealer or any other participant in the conspiracy alleged in the Proceedings through chat rooms, instant messages, email, or other means; (ii) agreements, arrangements, or understandings related to FX Instruments, FX Trading, or FX Benchmark Rates, between a Released Party and any other FX dealer or any other participant in the conspiracy alleged in the Proceedings through chat rooms, instant messages, email, or other means; (iii) the sharing or exchange of customer information between a Released Party and any other FX dealer or any other participant in the conspiracy alleged in the Proceedings - including but not limited to customer identity, trading patterns, transactions, net positions or orders, stop losses or barrier options, pricing, or spreads related to FX Instruments, FX Trading, or FX Benchmark Rates; (iv) the establishment, calculation, manipulation, or use of the WM/Reuters fixing rates, including the 4:00 p.m. London closing spot rates, and trading that may impact such rates; (v) the establishment, calculation, manipulation, or use of the European Central Bank FX reference rates, including the ECB rate set at 1:15 p.m. London time; (vi) the establishment, calculation, manipulation, or use of the CME daily settlement rates; (vii) the establishment, calculation, manipulation, or use of any other FX benchmarks, including benchmark fixing rates, benchmark settlement rates, or benchmark reference rates; (viii) the establishment, calculation, communication, manipulation, or use of the price, spread, or rate of any FX Instrument or FX Exchange-Traded Instrument; and (ix) the sharing or exchange of customer information or confidential information in the possession of BNPP between a Released Party and any other FX dealer or any other participant in the conspiracy alleged in the Proceedings related to the establishment, calculation, manipulation, or use of any FX price, spread, or rate. Provided, however, Released Claims do not include "last look" claims related to possible delays built into BNPP's algorithmic or electronic trading platforms that resulted in BNPP declining spot orders or

requests to trade, including trading on electronic communications networks, that were submitted based upon prices BNPP quoted or displayed in over-the-counter FX markets, notwithstanding anything to the contrary herein.

(38) *Released Party* or *Released Parties* means Releasees.

(39) *Releasees* means, jointly and severally, individually and collectively, the Settling Defendants and each of their respective former, present and future direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c C-44), partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants.

(40) *Releasing Parties* means Releasers.

(41) *Releasers* means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns.

(42) *Settlement Agreement* means this agreement, including the recitals and schedules.

(43) *Settlement Amount* means CAD\$4,500,000.

(44) *Settlement Class* or *Settlement Classes* means in respect of each Proceeding, the settlement class defined in Schedule A.

(45) *Settlement Class Members* means a member of a Settlement Class.

(46) *Settling Defendants* means BNP Paribas Group, BNP Paribas North America Inc., BNP Paribas (Canada), and BNP Paribas.

(47) *Trust Account* means an interest-bearing trust account at a Canadian Schedule 1 bank under the control of Koskie Minsky LLP, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.

(48) *U.S. Litigation* means the class action proceeding, in which certain Settling Defendants are named as parties, currently pending in the United States District Court for the Southern District of New York known as *In Re: Foreign Exchange Benchmark Rate Antitrust Litigation*, ECF Case No. 1:13-cv-07789-LGS.

(49) *U.S. Settlement Agreements* includes any settlement reached with any Settling Defendant in the U.S. Litigation.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their best efforts to implement this settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendants in the Ontario Action and a prompt, complete declaration of settlement out of court of the Quebec Action as against the Settling Defendants in the Quebec Action.

2.2 Motions Seeking Approval of Notice and Certification or Authorization

(1) The Plaintiffs shall file motions before the Courts, as soon as practicable after the date of execution, for orders approving the notices described in Section 11.1(1) and for certifying or authorizing the Proceedings for settlement purposes.

(2) The Ontario order approving the notices described in Section 11.1(1) and certifying or authorizing the Proceedings for settlement purposes shall be substantially in the form attached as Schedule B. The Quebec order approving the notices described in Section 11.1(1) shall be agreed upon by the Parties and shall, where possible, mirror the substance and form of the Ontario order attached as Schedule B.

2.3 Motions Seeking Approval of the Settlement

(1) The Plaintiffs shall make best efforts to file motions before the Courts for orders certifying or authorizing the Settlement Class and approving this Settlement Agreement as soon as practicable after:

- (a) the orders referred to in Section 2.2(1) have been granted;
 - (b) the notices described in Section 11.1(1) have been published; and
 - (c) the deadline for BNPP to give notice of termination of this Settlement Agreement pursuant to Section 6.1(2) has passed.
- (2) The Ontario order seeking approval of this Settlement Agreement shall be substantially in the form attached as Schedule C. The Quebec order seeking approval of this Settlement Agreement shall be agreed upon by the Parties and shall, where possible, mirror the substance and form of the Ontario order.
- (3) The Plaintiffs can elect to request that the Courts hold joint hearings seeking certification or authorization and approval of this Settlement Agreement pursuant to the Canadian Bar Association's Canadian Judicial Protocol for the Management of Multijurisdictional Class Actions. The Settling Defendants will not oppose any such request.
- (4) This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Motion Confidentiality

- (1) Until the first of the motions required by Section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law.

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

- (1) Within ten (10) days of the orders by the Courts approving the notices described in Section 11.1(1) and certifying or authorizing the Proceedings for settlement purposes, the Settling Defendants shall pay the Settlement Amount to Class Counsel, for deposit into the Trust Account.

(2) Payment of the Settlement Amount shall be made by wire transfer. At least thirty (30) days prior to the Settlement Amount becoming due, Class Counsel will provide, in writing, the following information necessary to complete the wire transfers: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.

(4) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs.

(5) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.

(6) Class Counsel shall maintain the Trust Account as provided for in this Settlement Agreement.

(7) Class Counsel shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Classes. Class Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel.

3.3 Intervention in the U.S. Litigation

(1) The Settling Defendants and other Releasees shall not oppose any application that may be brought by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to gain access to discovery documents and other documents and information, subject to a protective order acceptable to BNPP, that are relevant to the Proceedings and is not otherwise inconsistent with the terms of this Settlement Agreement, including Section 4.1(12). It is understood and agreed that neither the Settling Defendants nor the other Releasees have any obligation to bring or otherwise participate in such an application.

SECTION 4 – COOPERATION

4.1 Extent of Cooperation

(1) To the extent not previously provided to the Plaintiffs and subject to the limitations set forth in this Settlement Agreement, BNPP agrees to provide the cooperation set out in this section of the Settlement Agreement, provided, however, that BNPP shall not be required to provide cooperation in violation of any law or in contravention of the terms of any protective order in the U.S. Litigation or similar order(s) in the Proceedings or an instruction from the United States Department of Justice (“DOJ”) to the contrary or with regard to conduct outside the scope of the Released Claims.

(2) All cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided.

(3) Subject to the foregoing paragraphs, BNPP will provide Class Plaintiffs and Class Members the following cooperation:

- (a) Within sixty (60) days of the Date of Execution, or at a time mutually agreed upon by the Parties, subject to the other provisions of this Settlement Agreement, counsel for the Settling Defendants will meet with Class Counsel in Canada, or at some other location mutually agreed to by the Parties, to provide an evidentiary proffer which will include information originating with the Settling Defendants that is not covered by privilege relating to the allegations in the Proceedings. The Parties agree that there shall be no audio or video recording or written transcription or record of any statements made or information provided by counsel for the Settling Defendants at the proffer, and that Class Counsel may only make written notes of their own thoughts and impressions at the proffer for the purpose of formulating legal advice, pursuing litigation and/or for the purpose of advancing settlement discussions in the interests of the Settlement Classes. Notwithstanding any other provision of this Settlement Agreement, and for greater certainty, it is agreed that any such written notes, and all statements made and information provided by counsel for the Settling Defendants are privileged, will be kept strictly confidential, may not be directly or indirectly disclosed to any other person, and will not be used by Class Counsel for any purpose other than for their own internal use in connection with the prosecution of the Proceedings.
- (b) Within ninety (90) days after the Effective Date, or at a time mutually agreed upon by the Parties, subject to the other provisions of this Settlement Agreement and the terms of any protective order in the US. Litigation or similar order(s) in the Proceedings, the Settling Defendants agree to use reasonable efforts to:
- (i) provide to Class Counsel transaction data of BNPP related to the subject matter of the Proceedings, which shall be compiled and produced in a form mutually acceptable to the Parties;
 - (ii) provide reasonable assistance to Class Counsel in understanding the transactional data produced by the Settling Defendants, including a reasonable number of written and/or telephonic communications with Class Counsel and/or the Plaintiffs' experts;

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- (iii) provide electronic copies of any documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced by the Settling Defendants in the U.S. Litigation, including any documents produced by the Settling Defendants pursuant to the U.S. Settlement Agreements, and any pre-existing translations of those documents produced in the U.S. Litigation; and provide to the extent relevant to the allegations in the Proceedings copies of any additional documents produced at any future date by the Settling Defendants in the U.S. Litigation, within sixty (60) business days of said production in the U.S. Litigation (in the format produced therein);
- (iv) provide electronic copies of transcripts of all depositions of current or former employees, officers or directors of the Releasees, including all exhibits thereto, taken in the U.S. Litigation; and to the extent relevant to the allegations in the Proceedings, provide electronic copies of any additional depositions of current or former employees, officers or directors of the Releasees, including all exhibits thereto, taken at any future date in the U.S. Litigation within ten (10) business days of said transcripts becoming available; and
- (v) provide electronic copies of any pre-existing documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced by the Settling Defendants to the Canadian Competition Bureau, to the extent not prohibited by any order of the Court, or other rule of any governmental body protecting disclosure of such documents.

(4) The Settling Defendants shall not object to the Plaintiffs' participation in any evidentiary proffers and/or interviews of the Settling Defendants' representatives that occur in the U.S. Litigation pursuant to the U.S. Settlement Agreements. The Settling Defendants shall, where

possible, provide notice to Class Counsel ten (10) days before the interview of representatives of the Settling Defendants.

(5) It is understood that the evidentiary proffer described in Section 4.1(3)(a) and the evidentiary proffers and/or interviews of witnesses described in Section 4.1(4) might take place before the Effective Date. In such event:

(a) any documents or information provided in the course of those evidentiary proffers and/or interviews shall be subject to the terms and protections of this Settlement Agreement; and

(b) in the event that this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the documents and information provided during the evidentiary proffers and/or interviews shall not be used by the Plaintiffs or Class Counsel in any way, including without limiting the generality of the foregoing, against the Settling Defendants as an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by the Settling Defendants or of the truth of any claims or allegations in the Proceedings, and such information shall not be discoverable by any Person or treated as evidence of any kind. Class Counsel shall return all copies of any documents received during, and destroy all copies of any notes taken during (or subsequent reports provided about), these evidentiary proffers and/or interviews and to provide written confirmation to the Settling Defendants of having done so.

(6) In the event that Class Counsel are unable to participate in the interviews that occur in the U.S. Litigation pursuant to the U.S. Settlement Agreements because these interviews take place before the Date of Execution and/or no interviews occur within twelve (12) months of the Effective Date, the Settling Defendants shall, at the request of Class Counsel, upon reasonable notice, and subject to any legal restrictions, make reasonable efforts to make available at a mutually convenient time, a current or former officer, director or employee of the Settling Defendants who has personal knowledge of the allegations raised in the Proceedings to provide information regarding the allegations raised in the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel. The individual shall be made available in North America or such other place as agreed to by counsel for the Settling Defendants and Class

Counsel. Costs incurred by, and the expenses of, the individual in relation to such interview shall be the responsibility of the Settling Defendants. If the designated individual refuses to provide information, or otherwise cooperate, the Settling Defendants shall use reasonable efforts to make him/her available for an interview with Class Counsel and/or experts retained by Class Counsel. The failure of a designated individual to agree to make him or herself available for that purpose shall not constitute a violation of this Settlement Agreement.

(7) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to produce at trial or through acceptable affidavits (i) a current representative qualified to establish for admission into evidence the Settling Defendants' transactional data provided pursuant to Section 4.1(3)(b)(i); (ii) a representative qualified to establish for admission into evidence any of the Settling Defendants' documents provided as cooperation pursuant to Section 4.1(3) of this Settlement Agreement (after Class Counsel has used best efforts to authenticate documents for use at trial without a live witness); and (iii) a maximum of four representatives qualified to establish for admission into evidence information provided in cooperation pursuant to Section 4 of this Settlement Agreement, provided that Class Counsel shall use all reasonable efforts to limit this requirement to a single witness, and alternatively to one witness each on behalf of BNP Paribas Group, BNP Paribas North America Inc., BNP Paribas (Canada), and BNP Paribas, and only if considered necessary a total of four witnesses. To the extent reasonably possible, a single witness will be used both to authenticate documents and provide the information at trial contemplated by this paragraph. The failure of a specific officer, director or employee to agree to make him or herself available shall not constitute a violation of this Settlement Agreement. To the extent any of the Settling Defendants' cooperation obligations require any current or former employees of the Settling Defendants to travel from their principal place of business to another location, Class Counsel shall reimburse the Settling Defendants for half of the reasonable travel expenses incurred by any such person in connection with fulfilling the Settling Defendants' cooperation obligations. Such reimbursement of travel expenses as set forth herein shall not exceed CAD\$10,000 per person per event requiring travel. In no event shall Class Counsel be responsible for reimbursing such persons for time or services rendered.

(8) Nothing in this Settlement Agreement shall be construed to require the Settling Defendants to perform any act, including the transmittal or disclosure of any documents or

information, which would violate the law, including without limiting the generality of the foregoing, any privacy laws of this or any jurisdiction.

(9) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants or any representative or employee of the Settling Defendants to disclose or produce any documents or information prepared by or for counsel for the Settling Defendants, or that is not within the possession, custody or control of the Settling Defendants, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction, or subject to solicitor-client privilege, litigation privilege, joint defence privilege or any other privilege, doctrine, or law, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Releasee.

(10) If any documents protected by any privilege and/or any privacy law or other rule or law of this or any applicable jurisdiction are accidentally or inadvertently disclosed or produced, such documents shall be promptly returned to the Settling Defendants and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendants, and the production of such documents shall in no way be construed to have waived in any manner any privilege, doctrine, law, or protection attached to such documents.

(11) The Settling Defendants' obligations to cooperate as particularized in this Section shall not be affected by the release provisions contained in Section 6 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants.

(12) Subject to sections 4.1(13) and (14), the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or documents from the Releasees or their current or former officers, directors or employees. The Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of, the Releasees or their current or former officers, directors, employees, agents, or

counsel, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(13) The Plaintiffs may exercise any rights they have to seek to obtain discovery in the Proceedings as against the officers, directors and/or employees of the Settling Defendants put forward to participate in employee interviews or provide testimony at trial or otherwise pursuant to Section 4.1(6), if the current or former officer, director or employee of the Settling Defendants fails to cooperate in accordance with that Section and the provisions of this Settlement Agreement.

(14) In the event that the Settling Defendants materially breach this Section 4.1, the Plaintiffs may move before the Courts to enforce the terms of this Settlement Agreement.

(15) A material factor influencing the Settling Defendants' decision to execute this Settlement Agreement is the desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants, agree not to seek information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burdens or expense on the Settling Defendants.

(16) The scope of the Settling Defendants' cooperation under this Settlement Agreement shall be limited to the allegations asserted in the Proceedings as presently filed.

(17) The Settling Defendants make no representation regarding, and shall bear no liability with respect to, the accuracy of, or that they have, can or will produce a complete set of any of the documents or information described in this Section 4.1, and the failure to do so shall not constitute a breach or violation of this Settlement Agreement.

4.2 Limits on Use of Documents

(1) It is understood and agreed that all documents and information made available or provided by the Settling Defendants to the Plaintiffs and Class Counsel under this Settlement Agreement shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents or information are publicly available. The Plaintiffs and Class Counsel agree they will not disclose the documents and information provided by the Settling Defendants

beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law, except to the extent that the documents or information are publicly available. Subject to the foregoing, Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such documents and information, and of any work product of Class Counsel that discloses such documents and information. Class Counsel shall treat any documents received from the Settling Defendants as highly confidential. BNPP's obligations with respect to cooperation, including the timing and substance of cooperation, shall be subject to such limitations as are ordered by the Court.

(2) If, in the course of the Proceedings, the Plaintiffs, the Settlement Classes or Class Counsel, acting reasonably, conclude that it is reasonably necessary to disclose or provide information or documents obtained from the Settling Defendants which are not otherwise publicly available, or to file such information or documents in the Proceedings, and such disclosure is not otherwise prohibited by this Settlement Agreement, then the Plaintiffs, the Settlement Classes or Class Counsel shall provide the Settling Defendants with an advance written description of the documents or information to be disclosed or provided at least sixty (60) days in advance of the proposed disclosure, in order that the Settling Defendants may obtain a confidentiality order, or take such other steps as they deem necessary, to protect their interests in respect of such information or documents being disclosed or produced. In the event the Settling Defendants take such steps, neither the Plaintiffs, the Settlement Classes or Class Counsel shall oppose reasonable positions taken by the Settling Defendants.

SECTION 5 – OPTING-OUT

5.1 Opt-Outs

(1) Persons seeking to opt-out of the Proceedings must do so by sending a written election to opt-out, signed by the Person or the Person's designee, by pre-paid mail, courier, fax or email to Class Counsel at an address to be identified in the notice described in Section 11.1(1). Residents of Quebec must also send the written election to opt-out by pre-paid mail or courier to the Quebec Court at an address to be identified in the notice described in Section 11.1(1).

(2) Any potential Settlement Class Member who validly opts out of the Proceedings shall not be able to participate in the Proceedings and no further right to opt-out of the Proceedings will be provided.

(3) An election to opt-out will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address in the notice described in Section 11.1(1). When the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by Class Counsel.

(4) The written election to opt-out must contain the following information in order to be valid:

- (a) the Person's full name, current address and telephone number;
- (b) if the Person seeking to opt-out is a corporation, the name of the corporation and the position of the Person submitting the request to opt-out on behalf of the corporation;
- (c) a statement to the effect that the Person wishes to be excluded from the Proceedings;
- (d) the name of each entity with whom the Person participated in FX Trading and the volume of such FX Trading during the class period; and
- (e) the reasons for opting out.

(5) Quebec Class Members who have commenced proceedings or commence proceedings and fail to discontinue such proceedings by the Opt-Out Deadline shall be deemed to have opted out. Quebec Counsel warrant and represent that, to the best of their knowledge, no such action has been commenced as of the Execution Date.

(6) Within thirty (30) days of the Opt-Out Deadline, Ontario Counsel shall provide to the Settling Defendants a report containing the names of each Person who has validly and timely opted out of the Proceedings, the reasons for the opt-out, if known, and a summary of the information delivered by such Person pursuant to this Section 5.1(6).

(7) With respect to any potential Settlement Class Member who validly opts-out from the Proceedings, the Settling Defendants reserve all of their legal rights and defences.

(8) The Plaintiffs through their respective Class Counsel expressly waive their right to opt-out of the Proceedings.

SECTION 6 - TERMINATION OF SETTLEMENT AGREEMENT

6.1 Right of Termination

(1) The Class Plaintiffs and the Settling Defendants shall, in their respective discretions, have the right to terminate the settlement set forth in this Settlement Agreement by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within thirty (30) days of the date on which:

- (a) any Court declines to certify or authorize the Proceedings for the purposes of the Settlement Agreement;
- (b) any Court declines to dismiss or declare settled out of court the Proceedings against the Settling Defendants;
- (c) any Court declines to approve this Settlement Agreement or any material part hereof;
- (d) any Court approves this Settlement Agreement in a materially modified form;
- (e) any Court issues a settlement approval order that is not substantially in the form attached to this Settlement Agreement as Schedule C; or
- (f) any orders approving this Settlement Agreement made by the Ontario Court or the Quebec Court do not become Final Orders.

(2) BNPP may terminate this Settlement Agreement in its sole discretion, acting reasonably, if Persons that excluded themselves from the Class pursuant to Section 5 would likely have been eligible, but for their exclusion, to receive collectively a material part of the potential distribution from the Settlement Fund. In the event that BNPP intends to exercise this termination right,

BNPP will provide written notice to Class Counsel of that intention within thirty (30) days following the receipt of the report referred to in Section 5.1(6) above.

(3) Except as provided for in Section 6.4, if the Settlement Agreement is terminated, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

(4) Any order, ruling or determination made by any Court with respect to:

- (a) Class Counsel Fees or Class Counsel Disbursements; or
- (b) the Distribution Protocol,

shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

6.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any other litigation; and

- (d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants to any other Person, shall recover and destroy such documents or information. Class Counsel shall provide counsel to the Settling Defendants with a written certification by Class Counsel of such destruction within ten (10) days of such termination having occurred. Nothing contained in this Section 6.2 shall be construed to require Class Counsel to destroy any of their work product except as provided in Section 4.1(5)(b). However, any documents or information provided by the Settling Defendants, or received from the Settling Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the Settling Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel derived from such documents or information.

6.3 Allocation of Settlement Amount Following Termination

- (1) If the Settlement Agreement is terminated, Class Counsel, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Settling Defendants the amount Settling Defendants have paid to Class Counsel, plus all accrued interest thereon and less any costs incurred with respect to the notices required by Section 11.1(1), and any costs of translation required by Section 15.12, such costs in total not to exceed CAD\$50,000.

6.4 Survival of Provisions After Termination

- (1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(3), 4.1(5)(b), 6.1, 6.2, 6.3, 6.4, 9.1, 9.2, 10(4), 11.1(2) and 12.2(3), and the definitions and Schedules applicable thereto shall survive the termination and continue in

full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.2(3), 4.1(5)(b), 6.1, 6.2, 6.3, 6.4, 9.1, 9.2, 10(4) 11.1(2) and 12.2(3) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 7 - RELEASES AND DISMISSALS

7.1 Release of Releasees

(1) The obligations incurred pursuant to this Settlement Agreement shall be in full and final disposition of: (i) the Proceedings against BNPP; and (ii) any and all Released Claims as against all Released Parties.

(2) Upon the Effective Date, subject to Section 7.3, each of the Releasers: (i) shall be deemed to have, and by operation of the Final Orders, shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims against the Released Parties, regardless of whether such Releasor executes and delivers a proof of claim and release form; (ii) shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties; and (iii) agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in commencing or maintaining any suit against any Released Party related in any way to any Released Claims.

7.2 Covenant Not To Sue

(1) Upon the Effective Date, and notwithstanding Section 7.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

7.3 No Further Claims

(1) Upon the Effective Date, the Releasers shall not then or thereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or

demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. For greater certainty and without limiting the generality of the foregoing, the Releasers shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.

7.4 Dismissal of the Proceedings

- (1) Upon the Effective Date, the Ontario Action shall be dismissed with prejudice and without costs as against the Settling Defendants.
- (2) Upon the Effective Date, the Quebec Action shall be declared settled without costs and without reservation.

7.5 Material Term

- (1) The releases contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination pursuant to Section 6.1 of the Settlement Agreement

SECTION 8 - CLAIMS AGAINST OTHER ENTITIES

8.1 Claims Against Other Entities Reserved

- (1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasers against any Person other than the Releasees.

8.2 Material Term

- (1) Class Counsel shall seek bar orders from the Courts providing for the following:
 - (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in

the Proceedings, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

- (b) if the Courts, as applicable, ultimately determine that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise,
 - (i) the Plaintiffs and Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
 - (ii) the Plaintiffs and Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Plaintiffs and Settlement Class Members, if any, and, for greater certainty, the Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and
 - (iii) the Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the proceedings, whether or not the Releasees remain in the proceedings or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the proceedings and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Actions and shall not be binding on the Releasees in any other proceeding.

(2) The Parties acknowledge that the bar orders shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the bar orders contemplated herein shall give rise to a right of termination pursuant to Section 6.1 of the Settlement Agreement.

8.3 Quebec Waiver or Renunciation of Solidarity Order

(1) Class Counsel shall seek a waiver or renunciation of solidarity from the Quebec Court providing for the following:

- (a) the Quebec Petitioners and the Settlement Class Members in the Quebec Action expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;
- (b) the Quebec Petitioners and the Settlement Class Members in the Quebec Action shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;
- (c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action; and
- (d) the ability of Non-Settling Defendants to seek discovery from the Settling Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

SECTION 9 - EFFECT OF SETTLEMENT

9.1 No Admission of Liability

(1) The Plaintiffs and the Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and

any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, or any other pleading filed by the Plaintiffs.

9.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law.

9.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendant or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court, subject to Section 4.2 of this Settlement Agreement.

(2) Section 9.3(1) shall be inoperative to the extent that it is inconsistent with BC Class Counsel's obligations under Rule 3.2-10 of the Code of Professional Conduct for British Columbia.

SECTION 10 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

- (1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Settling Defendants solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Courts.
- (2) The Plaintiffs agree that, in the motions for certification or authorization of the Proceedings as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.
- (3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.
- (4) The Settling Defendants retain all of its objections, arguments, and defences with respect to class certification or authorization, and reserves all rights to contest class certification or authorization, if the settlement set forth in this Settlement Agreement does not receive the Court's approval, if the Courts' approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to close. The Parties acknowledge that there has been no stipulation to any classes or certification or authorization of any classes for any purpose other than effectuating the settlement, and that if the settlement set forth in this Settlement Agreement does not receive the Courts' final approval, if the Courts' approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to close, this agreement as to certification or authorization of the settlement classes becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification or authorization of the settlement class, or in support of an argument for certifying or authorizing a class for any purpose related to the Proceedings.

SECTION 11 - NOTICE TO SETTLEMENT CLASSES

11.1 Notices Required

- (1) The proposed Settlement Classes shall be given a single notice of hearings at which the Courts will be asked to approve the Settlement Agreement and Class Counsel Fees.
- (2) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Settlement Classes shall be given notice of such event.

11.2 Form and Distribution of Notices

- (1) The notices shall be in a form agreed upon by the Parties and approved by the Courts or, if the Parties cannot agree on the form of the notices, the notices shall be in a form ordered by the Courts.
- (2) The notices shall be disseminated by a method agreed upon by the Parties and approved by the Courts or, if the Parties cannot agree on a method for disseminating the notices, the notices shall be disseminated by a method ordered by the Courts.

SECTION 12 - ADMINISTRATION AND IMPLEMENTATION

12.1 Mechanics of Administration

- (1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement shall be determined by the Courts on motions brought by Class Counsel.

12.2 Information and Assistance

- (1) Subject to the privacy and other laws referred to in Section 4.1(8) of this Agreement, the Settling Defendants will make best efforts to provide to Class Counsel, at its own expense, a list in electronic format of the names and addresses of Settlement Class Members, who, between January 1, 2003 and December 31, 2013, entered into an FX Instrument either directly or indirectly through an intermediary who can be reasonably identified based on client records that the Settling Defendants have in its possession, custody or control. Any information provided pursuant to this provision shall be maintained as confidential.

- (2) Class Counsel may use the information provided under Section 12.1(1):
- (a) to facilitate the dissemination of the notices required in Section 11.1;
 - (b) to advise Persons in Canada who purchased an FX Instrument either directly or indirectly through an intermediary from the Releasees during the Class Period of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings;
 - (c) to facilitate the claims administration process with respect to this Settlement Agreement and any other settlement agreement(s) achieved or court awards issued in the Proceedings; and
 - (d) as otherwise authorized in Section 4.
- (3) All information provided by the Settling Defendants pursuant to Section 12.2(1) shall be dealt with in accordance with Section 4, except that Class Counsel may disclose all information provided by the Settling Defendants pursuant to Section 12.2(1) to any Court-appointed notice provider and/or any Court-appointed claims administrator, to the extent reasonably necessary for the purposes enumerated in Section 12.2(2). Any Court-appointed notice provider and/or any Court-appointed claims administrator shall be bound by the same confidentiality obligations set out in Section 4. If this Settlement Agreement is terminated, all information provided by the Settling Defendants pursuant to Section 12.2(1) shall be dealt with in accordance with Section 6.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.
- (4) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section 12.2.

SECTION 13 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

13.1 Distribution Protocol

- (1) At a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will bring motions seeking orders from the Courts approving the Distribution Protocol.

13.2 No Responsibility for Administration or Fees

(1) The Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees.

SECTION 14 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

(1) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

(2) Class Counsel shall pay the costs of the notices required by Section 11 and any costs of translation required by Section 15.12 from the Trust Account, as they become due. The Releasees shall not have any responsibility for the costs of the notices or translation.

(3) Class Counsel may seek the Courts' approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date. No Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.

(4) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(5) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which the Fonds d'aide aux actions collectives in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

SECTION 15 - MISCELLANEOUS

15.1 Motions for Directions

- (1) Class Counsel or the Settling Defendants may apply to the Ontario Court and/or such other courts as may be required by the Courts for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless the Courts order otherwise, motions for directions that do not relate specifically to the matters affecting the Quebec Action shall be determined by the Ontario Court.
- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

15.2 Releasees Have No Liability for Administration

- (1) The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

15.3 Headings, etc.

- (1) In this Settlement Agreement:
 - (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
 - (b) the terms "this Settlement Agreement," "hereof," "hereunder," "herein," and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

15.4 Computation of Time

- (1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,
 - (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

- (b) only in the case where the time for doing an act expires on a holiday as "holiday" is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

15.5 Ongoing Jurisdiction

- (1) Each of the Courts shall retain exclusive jurisdiction over the Proceeding commenced in its jurisdiction, the Parties to that Proceeding and the Class Counsel Fees in that Proceeding.
- (2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.
- (3) Notwithstanding Section 15.5(1) and 15.5(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the Quebec Action shall be determined by the Ontario Court.

15.6 Governing Law

- (1) Subject to Section 15.6(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.
- (2) Notwithstanding Section 15.6(1), for matters relating specifically to the Quebec Action, the Quebec Court, as applicable, shall apply the law of its own jurisdiction.

15.7 Entire Agreement

- (1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

15.8 Amendments

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all of the Parties, and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

15.9 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Settling Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made by the Settling Defendants shall be binding upon all of the Releasees.

15.10 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

15.11 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

15.12 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required to by the Courts, Class Counsel and/or a translation firm selected by

Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

15.13 Transaction

(1) The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing any errors of fact, of law and/or of calculation.

15.14 Recitals

(1) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

15.15 Schedules

(1) The schedules annexed hereto form part of this Settlement Agreement.

15.16 Acknowledgements

(1) Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

15.17 Authorized Signatures

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

15.18 Notice

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel in the Proceedings:

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For the Settling Defendants:

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15.19 Date of Execution

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

CHRISTOPHER STAINES on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory:

Robert Gain

Signature of Authorized Signatory:

Robert Gain /s/ Sotos LLP
Sotos LLP
Ontario Counsel

Name of Authorized Signatory:

Robert Gain

Signature of Authorized Signatory:

Robert Gain
Koskie Minsky LLP
Ontario Counsel

Name of Authorized Signatory:

Robert Gain

Signature of Authorized Signatory:

Robert Gain /s/ Siskinds LLP
Siskinds LLP
Ontario Counsel

Name of Authorized Signatory:

Robert Gain

Signature of Authorized Signatory:

Robert Gain /a SA
Siskinds Desrueles s.e.n.c.r.l.
Quebec Counsel

Name of Authorized Signatory:

Robert Gain

Signature of Authorized Signatory:

Robert Gain /a CFM LLP
Camp Fiorante Matthews Mogeran LLP
Ontario Counsel

BNP PARIBAS GROUP, BNP PARIBAS NORTH AMERICA INC., BNP PARIBAS (CANADA), and BNP PARIBAS, by their counsel

Name of Authorized Signatory:

LAURA F. COOPER / FASKEN MARTINEAU DUMOULIN LLP

Signature of Authorized Signatory:

Laura F. Cooper
Fasken Martineau Dumoulin LLP

SCHEDULE "A"

Proceedings

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
Ontario Action				
Ontario Superior Court of Justice Court File No. CV-15-536174	Sotos LLP, Koskie Minsky LLP, and Siskinds LLP	Christopher Staines	ROYAL BANK OF CANADA, RBC CAPITAL MARKETS LLC, BANK OF AMERICA CORPORATION, BANK OF AMERICA, N.A., BANK OF AMERICA CANADA, BANK OF AMERICA NATIONAL ASSOCIATION, THE BANK OF TOKYO MITSUBISHI UFJ LTD., BANK OF TOKYO-MITSUBISHI UFJ (CANADA), BARCLAYS BANK PLC, BARCLAYS CAPITAL INC., BARCLAYS CAPITAL CANADA INC., BNP PARIBAS GROUP, BNP PARIBAS NORTH AMERICA INC., BNP PARIBAS (CANADA), BNP PARIBAS, CITIGROUP, INC., CITIBANK, N.A., CITIBANK CANADA, CITIGROUP GLOBAL MARKETS CANADA INC., CREDIT SUISSE GROUP AG, CREDIT SUISSE SECURITIES (USA) LLC, CREDIT SUISSE AG, CREDIT SUISSE SECURITIES (CANADA), INC., DEUTSCHE BANK AG, THE GOLDMAN SACHS GROUP, INC., GOLDMAN, SACHS & CO., GOLDMAN SACHS CANADA INC., HSBC HOLDINGS PLC, HSBC BANK PLC, HSBC NORTH AMERICA HOLDINGS INC., HSBC BANK USA, N.A., HSBC BANK CANADA, JPMORGAN CHASE & CO., JPMORGAN CHASE BANK, N.A., J.P. MORGAN BANK CANADA, J.P. MORGAN CANADA, JPMORGAN CHASE BANK NATIONAL ASSOCIATION, MORGAN STANLEY, MORGAN STANLEY CANADA LIMITED, ROYAL BANK OF SCOTLAND GROUP PLC, RBS SECURITIES, INC., ROYAL BANK OF SCOTLAND N.V., ROYAL BANK OF SCOTLAND PLC, SOCIÉTÉ GÉNÉRALE S.A., SOCIÉTÉ GÉNÉRALE (CANADA), SOCIÉTÉ GÉNÉRALE, STANDARD CHARTERED PLC, UBS AG, UBS SECURITIES LLC, and UBS BANK (CANADA)	All persons in Canada who, between January 1, 2003 and December 31, 2013, entered into an FX Instrument ⁽¹⁾ in Canada or on a Canadian exchange either directly or indirectly through an intermediary, and/or purchased or otherwise participated in an investment or equity fund, mutual fund, hedge fund, pension fund or any other investment vehicle that entered into an FX Instrument in Canada or on a Canadian exchange. Excluded from the class are the defendants, their parent companies, subsidiaries, and affiliates; provided, however, that Investment Vehicles shall not be excluded from the Settlement Class.
				⁽¹⁾ "FX Instruments" includes FX spot transactions, outright forwards, FX swaps, FX options, FX futures contracts, options on FX futures contracts, and other instruments traded in the FX Market.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
200-06-000189-152	Siskinds Desmeules s.e.n.c.r.l.	Christine Béland	<p style="text-align: center;">Quebec Action</p> BANQUE ROYALE DU CANADA, RBC MARCHÉ DES CAPITAUX, SARL, BANK OF AMERICA CORPORATION, BANK OF AMERICA, N.A., BANQUE D'AMÉRIQUE DU CANADA, BANK OF AMERICA, NATIONAL ASSOCIATION, THE BANK OF TOKYO MITSUBISHI UFJ LTD, BANQUE DE TOKYO-MITSUBISHI UFJ (CANADA), BARCLAYS BANK PLC, BARCLAYS CAPITAL INC., BARCLAYS CAPITAL CANADA INC., GROUPE BNP PARIBAS, BNP PARIBAS NORTH AMERICA INC., BNP PARIBAS (CANADA), BNP PARIBAS, CITIGROUP, INC., CITIGROUP GLOBAL MARKETS CANADA INC., CITIBANK, N.A., CITIBANQUE CANADA, CREDIT SUISSE GROUP AG, CREDIT SUISSE SECURITIES (USA) LLC, VALEURS MOBILIÈRES CRÉDIT SUISSE (CANADA), INC., CREDIT SUISSE AG, BANQUE D'ALLEMAGNE, LE GROUPE GOLDMAN SACHS, GOLDMAN, SACHS & CO., GOLDMAN SACHS CANADA INC., HSBC HOLDINGS PLC, HSBC BANK PLC, HSBC NORTH AMERICA HOLDINGS INC., HSBC BANK USA, N.A., BANQUE HSBC CANADA, JPMORGAN CHASE & CO., JPMORGAN CHASE BANK, N.A., J.P. MORGAN BANK CANADA, J.P. MORGAN CANADA, BANQUE JPMORGAN CHASE, ASSOCIATION NATIONALE, MORGAN STANLEY, MORGAN STANLEY CANADA LIMITEE, ROYAL BANK OF SCOTLAND GROUP PLC, RBS SECURITIES, INC., ROYAL BANK OF SCOTLAND N.V., LA BANQUE RBS PLC, SOCIÉTÉ GÉNÉRALE S.A., SOCIÉTÉ GÉNÉRALE, SOCIÉTÉ GÉNÉRALE (CANADA), STANDARD CHARTERED PLC, UBS AG, UBS SECURITIES LLC and BANQUE UBS (CANADA)	<p>All persons in Quebec who, between January 1, 2003 and December 31, 2013 ("Class Period"), entered into an FX Instrument⁽¹⁾ in Canada or on a Canadian exchange either directly or indirectly through an intermediary, and/or purchased or otherwise participates in an investment or equity fund, mutual fund, hedge fund, pension fund or any other investment vehicle that entered into an FX Instrument in Canada or on a Canadian exchange.</p> <p>Excluded from the class are the defendants, their parent companies, subsidiaries, and affiliates, with the exception of Investment Vehicles, which shall not be excluded from the Settlement Class. In addition, any legal person resident in Quebec established for a private interest, partnership or association is a Class member if, at all times during the Class Period, it had under its direction or control no more than 50 persons bound to it by a contract of employment.</p> <p>⁽¹⁾ "FX Instruments" includes FX spot transactions, outright forwards, FX swaps, FX options, FX futures contracts, options on FX futures contracts, and other instruments traded in the FX Market.</p>