

SCHEDULE 3: COMMON FUND ORDERS – ANZ

1. If the second plaintiffs' (the **ANZ representative plaintiffs**) representative action against ANZ Bank New Zealand Limited (**ANZ**) CIV 2021-404-1190 is settled with or judgment is entered against ANZ:
 - (a) the Project Costs and other costs which LPF Litigation Funding No. 33 Limited (**LPF**) is entitled to pursuant to clause 5.1(a) of the Deed for Provision of Services in Respect of Litigation (ANZ Litigation) between LPF, CASL Management Pty Ltd, the ANZ representative plaintiffs and ANZ Class Members who have opted in to the representative action (**ANZ Deed**), will be paid from the total, gross amount payable or credited (by whatever means whatsoever) by ANZ to the ANZ Class Members (**Resolution Sum**) before any payments or credits are made to the ANZ representative plaintiffs or the other ANZ Class Members; and
 - (b) LPF's CFO Services Fee (or such lower fee as the Court considers reasonable at that time) will be calculated with reference to and paid to LPF from the Resolution Sum before any payments are made to the ANZ representative plaintiffs or the other ANZ Class Members.
2. The mechanics of the payments referred to above and those made to the ANZ representative plaintiffs or other ANZ Class Members from the Resolution Sum will be as directed by the Court, or if Court approval is not required, as agreed in writing by ANZ, the ANZ representative plaintiffs and LPF.
3. In this Order:
 - (a) **Project Costs** and **Services** have the meanings defined in the ANZ Deed.
 - (b) **ANZ Class Members** means all ANZ class members as defined in the Representative Orders who have not opted out and are entitled to receive a payment from ANZ pursuant to the settlement or judgment.
 - (c) The **CFO Services Fee** shall be a sum equivalent to:

If Project Costs are less than \$1m and the Resolution Sum is less than \$10m	21% of the Resolution Sum
If Project Costs are less than \$1m and the Resolution Sum is equal to or greater than \$10m but less than \$100m	16% of the Resolution Sum

<p>If Project Costs are less than \$1m and the Resolution Sum is equal to or greater than \$100m</p>	<p>The aggregate of:</p> <ul style="list-style-type: none"> • 16% of the Resolution Sum on the initial \$100m of the Resolution Sum; and • on any amount of the Resolution Sum greater than \$100m, 16% less 0.5% for each additional \$10m increment of Resolution Sum above \$100m, provided that such reduction shall not exceed 6% in aggregate.
<p>If Project Costs are equal to or greater than \$1m and the Resolution Sum is less than \$10m</p>	<p>23.5% of the Resolution Sum</p>
<p>If Project Costs are equal to or greater than \$1m and the Resolution Sum is equal to or greater than \$10m</p>	<p>20% of the Resolution Sum</p>
<p>If Project Costs are equal to or greater than \$1m and the Resolution Sum is equal to or greater than \$100m</p>	<p>The aggregate of:</p> <ul style="list-style-type: none"> • 20% of the Resolution Sum on the initial \$100m of the Resolution Sum; and • on any amount of the Resolution Sum greater than \$100m, 16% less 0.5% for each additional \$10m increment of Resolution Sum above \$100m, provided that such reduction shall not exceed 6% in aggregate.

Provided, however, that:

- (a) the CFO Services Fee shall increase by an amount equivalent to 2.5% of the Resolution Sum in the event that LPF provides the Services in respect of any appeal;
- (b) in no event shall the CFO Service Fee payable to LPF exceed 50% of the amount equal to the Resolution Sum less the Project Costs; and
- (d) in no event shall the CFO Services Fee payable to LPF exceed the aggregate fee that would be payable to any other litigation funder that actually funds proceedings relating to a claim against the Defendants similar to the Claims in the same period, had the litigation funder provided services to the Plaintiffs that are equivalent to the Services and otherwise on the same terms as set out in the ANZ Deed.

SCHEDULE 4: COMMON FUND ORDERS – ASB

1. If the first and third to fifth plaintiffs' (the **ASB representative plaintiffs**) representative action against ASB Bank Limited (**ASB**) CIV 2021-404-1190 is settled with or judgment is entered against ASB:
 - (a) the Project Costs and other costs which LPF Litigation Funding No. 33 Limited (**LPF**) is entitled to pursuant to clause 5.1(a) of the Deed for Provision of Services in Respect of Litigation (ASB Litigation) between LPF, CASL Management Pty Ltd, the ASB representative plaintiffs and ANZ Class Members who have opted in to the representative action (**ASB Deed**), will be paid from the total, gross amount payable or credited (by whatever means whatsoever) by ASB to the ASB Class Members (**Resolution Sum**) before any payments or credits are made to the ASB representative plaintiffs or the other ASB Class Members; and
 - (b) LPF's CFO Services Fee (or such lower fee as the Court considers reasonable at that time) will be calculated with reference to and paid to LPF from the Resolution Sum before any payments are made to the ASB representative plaintiffs or the other ASB Class Members.
2. The mechanics of the payments referred to above and those made to the ANZ representative plaintiffs or other ANZ Class Members from the Resolution Sum will be as directed by the Court, or if Court approval is not required, as agreed in writing by ASB, the ASB representative plaintiffs and LPF.
3. In this Order:
 - (a) **Project Costs** and **Services** have the meanings defined in the ANZ Deed.
 - (b) **ASB Class Members** means all ANZ class members as defined in the Representative Orders who have not opted out and are entitled to receive a payment from ASB pursuant to the settlement or judgment.
 - (c) The **CFO Services Fee** shall be a sum equivalent to:

If Project Costs are less than \$1m and the Resolution Sum is less than \$10m	21% of the Resolution Sum
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<p>If Project Costs are less than \$1m and the Resolution Sum is equal to or greater than \$10m but less than \$100m</p>	<p>16% of the Resolution Sum</p>
<p>If Project Costs are less than \$1m and the Resolution Sum is equal to or greater than \$100m</p>	<p>The aggregate of:</p> <ul style="list-style-type: none"> • 16% of the Resolution Sum on the initial \$100m of the Resolution Sum; and • on any amount of the Resolution Sum greater than \$100m, 16% less 0.5% for each additional \$10m increment of Resolution Sum above \$100m, provided that such reduction shall not exceed 6% in aggregate.
<p>If Project Costs are equal to or greater than \$1m and the Resolution Sum is less than \$10m</p>	<p>23.5% of the Resolution Sum</p>
<p>If Project Costs are equal to or greater than \$1m and the Resolution Sum is equal to or greater than \$10m</p>	<p>20% of the Resolution Sum</p>
<p>If Project Costs are equal to or greater than \$1m and the Resolution Sum is equal to or greater than \$100m</p>	<p>The aggregate of:</p> <ul style="list-style-type: none"> • 20% of the Resolution Sum on the initial \$100m of the Resolution Sum; and • on any amount of the Resolution Sum greater than \$100m, 16% less 0.5% for each additional \$10m increment of Resolution Sum above \$100m, provided that such reduction shall not exceed 6% in aggregate.

Provided, however, that:

- (c) the CFO Services Fee shall increase by an amount equivalent to 2.5% of the Resolution Sum in the event that LPF provides the Services in respect of any appeal;
- (d) in no event shall the CFO Service Fee payable to LPF exceed 50% of the amount equal to the Resolution Sum less the Project Costs; and
- (e) in no event shall the CFO Services Fee payable to LPF exceed the aggregate fee that would be payable to any other litigation funder that actually funds proceedings relating to a claim against the Defendants similar to the Claims in the same period, had the litigation funder provided services to the Plaintiffs that are equivalent to the Services and otherwise on the same terms as set out in the ASB Deed.