

DISTRIBUTION SCHEME SCHEDULE

1. BACKGROUND

1.1 The purpose of the Distribution Scheme is to fairly and reasonably distribute the Settlement Sum to:

- (a) ASB Class Members who did not opt out of the Proceeding by 26 September 2025;
and
- (b) the Funders.

2. ADMINISTRATOR

2.1 ASB will be the administrator of the Distribution Scheme.

3. ELIGIBLE CLASS MEMBERS

3.1 A person is an eligible class member if they:

- (a) are a natural person;
- (b) had one or more home or personal loans with ASB during the Relevant Period, whether or not as a joint borrower, being a loan product listed in Annexure A;
- (c) made one or more Agreed Changes, being a type of agreed change listed in Annexure B, to one or more of their ASB loans referred to in paragraph (b) during the Relevant Period;
- (d) either:
 - (i) entered into one or more of the ASB loans referred to in paragraph (b) on or after 6 June 2015 ("**Group 1 Member**"); or
 - (ii) only entered into one or more of the ASB loans referred to in paragraph (b) prior to 6 June 2015 and made one or more of the Agreed Changes referred to in paragraph (c) after 25 June 2018 in the case of SOP Variations or after 28 January 2019 in the case of Other Variations (such that they do not only have Time-barred Claims) ("**Group 2 Member**");
and

- (e) did not opt out of the Proceeding before 26 September 2025.

("Eligible Class Member").

4. PAYMENT TO ELIGIBLE CLASS MEMBERS

- 4.1 ASB will pay the amounts from the Settlement Sum to Eligible Class Members calculated according to the following formulae:

- (a) For each Group 1 Member:

$$2 \times (\$135,625,000 - \text{Funder Payment} - \text{Retention Payment} - \text{Representative Plaintiff Payments}) / ([\text{number of Group 1 Members}] \times 2 + [\text{number of Group 2 Members}])$$

- (b) For each Group 2 Member:

$$(\$135,625,000 - \text{Funder Payment} - \text{Retention Payment} - \text{Representative Plaintiff Payments}) / ([\text{number of Group 1 Members}] \times 2 + [\text{number of Group 2 Members}])$$

(each "**Class Member Payments**").

- 4.2 ASB will make the Class Member Payments as follows:

- (a) For any Eligible Class Member who has an ASB Relevant Account:

(i) Within 4 months of Settlement Approval, excluding the period commencing with the 22nd day of December in any year and ending with the 12th day of January in the following year, ASB will make the Class Member Payment by direct crediting the ASB Relevant Account.

(ii) Within 4 months of Settlement Approval, excluding the period commencing with the 22nd day of December in any year and ending with the 12th day of January in the following year, ASB will write to the Eligible Class Member, advising them of:

(aa) the payment to be made to them;

(bb) which ASB Relevant Account the payment will be made to;

(cc) the reasons for making the payment; and

(dd) the complaints process in clause 8.

- (b) For any Eligible Class Member who does not have an ASB Relevant Account:
- (i) Within 8 months of Settlement Approval, excluding the period commencing with the 22nd day of December in any year and ending with the 12th day of January in the following year, ASB will take reasonable steps using the contact information that it holds to advise them of the matters in paragraph 4.2(a)(ii) and obtain instructions from the Eligible Class Member (for example, by contacting the Eligible Class Member by email, post or telephone) as to a Nominated Relevant Account into which the Class Member Payment can be paid.
 - (ii) Subject to subparagraphs 4.2(b)(iii) and 4.2(b)(iv), if ASB obtains instructions from an Eligible Class Member who does not have an ASB Relevant Account as to a Nominated Relevant Account into which the Class Member Payment can be paid, within 10 Business Days of receiving those instructions, ASB shall make the Class Member Payment by direct crediting the Nominated Relevant Account.
 - (iii) If ASB does not obtain instructions from any Eligible Class Member who does not have an ASB Relevant Account within 8 months of Settlement Approval, excluding the period commencing with the 22nd day of December in any year and ending with the 12th day of January in the following year, ASB will use reasonable endeavours to locate those Eligible Class Members through engaging the assistance of a credit reporter to help trace customers.
 - (iv) If, after 2 months of ASB taking the steps required under subparagraphs (i) and (iii), excluding the period commencing with the 22nd day of December in any year and ending with the 12th day of January in the following year, there is any Eligible Class Member who ASB cannot locate, the Class Member Payment that would have otherwise been paid to that Eligible Class Members will be dealt with according to clause 6.
- (c) Notwithstanding paragraphs (a) and (b), if ASB is aware that any Eligible Class members are bankrupt, the Class Member Payment that would have otherwise been paid to that Eligible Class Member will be paid to the Official Assignee, unless otherwise agreed with the Official Assignee.
- (d) Notwithstanding paragraphs (a) and (b), if ASB is aware that any Eligible Class Members are deceased:

- (i) If possible, ASB will make the Class Member Payment according to paragraph (a).
- (ii) Otherwise, ASB will, within 8 months of Settlement Approval excluding the period commencing with the 22nd day of December in any year and ending with the 12th day of January in the following year:
 - (aa) use reasonable endeavours to contact the representative(s) of the deceased Eligible Class Member and inform them of the entitlement to the Class Member Payment; and
 - (bb) pay the Class Member Payment to a bank account nominated by the representative(s) of the deceased Eligible Class Member; or
 - (cc) if the representative(s) of the deceased Eligible Class Member has not contacted ASB within 2 months of ASB's last attempt to contact them, the Class Member Payment that would have otherwise been paid to that Eligible Class Member will be dealt with according to clause 6.

4.3 ASB shall not be required to make a payment to any ASB Class Member who is not an Eligible Class Member.

5. DISTRIBUTION TO FUNDERS, RETENTION PAYMENT AND POTENTIAL REPRESENTATIVE PLAINTIFF PAYMENTS

5.1 Within three Business Days of receiving written instructions from Russell van Hout following Settlement Approval, ASB will distribute the following amounts from the Settlement Sum to Tompkins Wake's solicitor's trust account for the benefit of the Funders in accordance with the ASB CFO:

- (a) An amount for costs incurred by the Representative Plaintiffs up until the date of Settlement Approval which the Funders are entitled to recover pursuant to clause 5.1(a) of the Funding Deed and the ASB CFO and in accordance with clause 3.3(a) of the Litigation Co-funding Agreement; and
- (b) \$28,856,250 for LPF's services fee, calculated pursuant to paragraph 3(c) of the ASB CFO and in accordance with clause 3.3(b) of the Litigation Co-funding Agreement

(together, "**Funder Payments**").

- 5.2 Also within three Business Days of Settlement Approval, ASB shall pay any amount approved by the court to compensate the Representative Plaintiffs for the time and costs reasonably incurred by them in relation to the Proceeding from the Settlement Sum into a solicitor's trust account as directed by the court for the benefit of the Representative Plaintiffs ("**Representative Plaintiff Payments**").
- 5.3 Also within three Business Days of Settlement Approval, ASB shall pay an amount approved by the court from the Settlement Sum into a solicitor's trust account as directed by the court for the benefit of the Representative Plaintiffs and for the payment of any legal or other costs incurred by the Representative Plaintiffs in relation to the Proceeding after Settlement Approval, including in relation to the Distribution Scheme ("**Retention Payment**").
- 5.4 If 3 months after discontinuance of the Proceeding and the payment of all costs incurred by the Representative Plaintiffs up until that date there is any amount of the Retention Payment remaining, Russell van Hout Limited will, within 10 Business Days, pay the remaining amount to a charity or charities (in equal shares) nominated by the Representative Plaintiffs and will notify the Court that it has completed this step.

6. REMAINING AMOUNT OF SETTLEMENT SUM

- 6.1 If, after ASB completes the steps in clause 9.2 and the Court is of the opinion that ASB has complied with its obligations under clauses 4 and 5, there is an amount of the Settlement Sum remaining, the amount remaining will be treated as unclaimed money under the Unclaimed Money Act 1971, and ASB will pay the amount remaining to the Commissioner of Inland Revenue within four months of the Court confirming its opinion.
- 6.2 If the Commissioner of Inland Revenue returns any money to ASB that ASB paid to them under clause 6.1, ASB will pay that money to ASB's nominated charity or charities (in equal shares) within 10 Business Days of the Commissioner returning the money to ASB.

7. SCHEME ASSURER

- 7.1 ASB will, in consultation with the Representative Plaintiffs and with the Representative Plaintiffs' consent (not unreasonably to be withheld), engage a suitably qualified and experienced third party to provide assurance over the Distribution Scheme ("**Scheme Assurer**").
- 7.2 ASB will provide the Representative Plaintiffs with a copy of the terms of engagement between ASB and the Scheme Assurer.

- 7.3 The Scheme Assurer's function is limited to providing assurance over ASB's payment of the Settlement Sum in accordance with the Distribution Scheme, and to receiving and investigating complaints from ASB Class Members in relation to compliance with the Distribution Scheme.
- 7.4 ASB will engage the Scheme Assurer at its own cost and will instruct the Scheme Assurer to perform all of the Scheme Assurer's functions under the Distribution Scheme.
- 7.5 Within a reasonable period after ASB believes it has completed the steps in clauses 4 and 5, ASB will provide the Scheme Assurer with:
- (a) a written report of the steps it has taken to perform its obligations under clauses 4 and 5; and
 - (b) any other information that the Scheme Assurer reasonably requires to perform its functions under the Distribution Scheme.
- 7.6 Within 20 Business Days of ASB providing the Scheme Assurer with the information in clause 7.5, the Scheme Assurer will:
- (a) provide ASB with a written report on its assessment of whether ASB has taken reasonable steps to perform its obligations under clauses 4 and 5 ("**Scheme Assurer Report**"); or
 - (b) request further information from ASB about ASB's performance of its obligations under clauses 4 and 5, in which case:
 - (i) ASB may provide further information to the Scheme Assurer within 10 Business Days; and
 - (ii) the Scheme Assurer will provide ASB with the Scheme Assurer Report within 10 Business Days of ASB providing further information to the Scheme Assurer.
- 7.7 After the Scheme Assurer provides ASB with the Scheme Assurer Report under clause 7.6, ASB may:
- (a) take further steps to perform its obligations under clauses 4 and 5; and
 - (b) within 20 Business Days of being provided with the Scheme Assurer Report, provide information to the Scheme Assurer on the further steps taken under paragraph (a).

- 7.8 Within 10 Business Days of ASB providing information to the Scheme Assurer under clause 7.7(b), the Scheme Assurer will provide ASB with an updated version of the Scheme Assurer Report based on the further steps that ASB has taken.

8. COMPLAINTS PROCESS

- 8.1 A person claiming an entitlement to a Class Member Payment may, at any time up until the date upon which ASB notifies the Court and Representative Plaintiffs in accordance with clause 9.2(a) below, make a complaint to the Scheme Assurer if the person considers that the Distribution Scheme has not been complied with in relation to the claimed entitlement.
- 8.2 A complaint may be made to the Scheme Assurer in writing to an email address made available by the Scheme Assurer for that purpose.
- 8.3 On receipt of a complaint:
- (a) The Scheme Assurer will investigate the complaint and for that purpose may ask ASB for information relating to the complainant's entitlement or otherwise.
 - (b) If the Scheme Assurer concludes that the Distribution Scheme has not been complied with in relation to the person's claimed entitlement, the Scheme Assurer will inform ASB of the non-compliance and, if the non-compliance means the person has received less than their entitlement under the Distribution Scheme, ASB will make such further payment as is required to ensure compliance with the Distribution Scheme in relation to that person's entitlement.
 - (c) If the Scheme Assurer concludes either that the Distribution Scheme has been complied with, or that it has not been complied with but the non-compliance has not resulted in an under-payment, the Scheme Assurer will inform the complainant of that conclusion and that no further steps will be taken.

9. REPORTING ON ADMINISTRATION

- 9.1 ASB will provide a report to the High Court and the Representative Plaintiffs' solicitors, detailing the progress of distributions every three months after the High Court makes the Settlement Approval order, such periods to exclude the period commencing with the 22nd day of December in any year and ending with the 12th day of January in the following year, and ending once ASB believes it has complied with its obligations under clauses 4 and 5.

- 9.2 Within 20 Business Days after ASB believes it has complied with its obligations under clauses 4 and 5 and after ASB has been provided with the Scheme Assurer Report as provided under clause 7.6 or 7.8, whichever is the later, ASB will:
- (a) notify the High Court and the Representative Plaintiffs' solicitors of the following:
 - (i) that ASB has completed the steps in clauses 4 and 5; and
 - (ii) whether any time periods in the Distribution Scheme were not complied with;
 - (b) provide the High Court and the Representative Plaintiffs with the Scheme Assurer Report; and
 - (c) seek confirmation from the High Court that it is satisfied that ASB has complied with its obligations under clauses 4 and 5.
- 9.3 The Representative Plaintiffs will be given the opportunity to make submissions on and/or be heard as to whether the confirmation referred to in clause 9.2(c) above should be given.
- 9.4 Within 10 Business Days after ASB believes it has complied with its obligations under clause 6.1, ASB will notify the High Court and the Representative Plaintiffs of the steps it has taken under clause 6.1.
- 10. COURT SUPERVISION**
- 10.1 ASB or the Representative Plaintiffs may refer any issues arising in relation to the Scheme to the Court for determination.

ANNEXURE A – LOAN PRODUCTS

1. The loan products referred to in 3.1(b) are:

Prime Housing
ORBIT Home Loan
Orbit FastTrack
Sovereign Fixed
Sovereign Floating
NZHL Fixed
NZHL Floating
Bridging
BankDirect FlexiLoan
BankDirect FlexiLoan Reducing
HomePlus
Personal Loan
Flexible Finance Facility
Secondary Home Loans
Supplemented Lending

ANNEXURE B – AGREED CHANGES

2. The agreed changes referred to in 3.1(c) are:

Advance date deduction account change (excluding where this change has been made to an Orbit FastTrack, Orbit Home Loan, NZHL Loan or Sovereign Loan)
Change to account for loan deduction (excluding where this change has been made to an Orbit FastTrack, Orbit Home Loan, NZHL Loan or Sovereign Loan)
Change to account suffix (excluding where this change has been made to an Orbit FastTrack, Orbit Home Loan, NZHL Loan or Sovereign Loan)
Delete future refix
Fixed to Fixed
Fixed to Variable
Fixed to Variable (Break a fixed Rate)
Fixed to Variable (EXPIRED fixed Rate)
Interest Rate Term Update
Interest Rate Term Update - Current
LEM Removed
Loan Splitting (includes changes made to new lending)
Negotiated Interest rate Margin Added
Negotiated Interest rate Margin Change
Negotiated Interest rate Margin Extended
Negotiated Interest rate Margin Increased
Negotiated Interest rate Margin Reduced
Negotiated Interest rate Margin Removed
Refix (FRR) - Rate Lock
Refix - breaking existing fixed rate
Variable to Fixed
Variable to Variable
Borrower change – add
Borrower change – remove
Change to guarantor
Credit Limit Decrease (Revolving Credit)
Credit Limit Increase (Revolving Credit) (excluding where this change has been made to an Orbit FastTrack or Orbit Home Loan)
Security change
Early I/O to P&I
Early Loan Hol to P&I
Extension of Interest Only
Interest Only

Interest Only with Term Extension
Loan Holiday
Loan Holiday with Term Extension
Reduction of Interest Only
Term Extension
Term Reduction
Update Interest Only
Update Interest Only with Term extension
Update loan holiday
Update loan holiday with Term extension
Repayment Amount
Repayment Date
Repayment Frequency