

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

SONTERRA CAPITAL MASTER FUND LTD., *et al.*

Plaintiffs,

-against-

BARCLAYS BANK PLC, *et al.*

Defendants.

Case No.: 15-cv-3538 (VSB)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, NOVEMBER 16, 2023 FAIRNESS
HEARING THEREON, AND SETTLEMENT CLASS MEMBERS' RIGHTS**

This Notice of Proposed Class Action Settlement, November 16, 2023 Fairness Hearing Thereon, and Settlement Class Members' Rights ("Notice") is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the "Court"). It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THE ABOVE-CAPTIONED ACTION ("ACTION"). THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE PROCEEDS OF THE SETTLEMENT. TO CLAIM YOUR SHARE OF THE SETTLEMENT, YOU MUST ELECTRONICALLY SUBMIT YOUR PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") ON OR BEFORE JANUARY 16, 2024, OR MAIL YOUR CLAIM FORM TO THE ADDRESS IN QUESTION 12 SO THAT IT IS POSTMARKED NO LATER THAN JANUARY 16, 2024.

TO: ALL PERSONS OR ENTITIES THAT TRANSACTED IN A STERLING LIBOR-BASED DERIVATIVE AT ANY TIME FROM JANUARY 1, 2005, THROUGH AT LEAST DECEMBER 31, 2010 ("CLASS PERIOD").

"Sterling LIBOR-Based Derivatives" means any and all interest rate swaps, forward rate agreements, foreign exchange ("FX") forwards, futures, options, and any other financial derivative instruments or transactions in any way related to Sterling LIBOR entered into by a U.S. Person, or by a Person from or through a location within the U.S., including but not limited to: (i) Sterling LIBOR-based interest rate swaps; (ii) Sterling LIBOR-based forward rate agreements; (iii) Sterling FX or currency forwards; (iv) a three-month Sterling futures contract on the London International Financial Futures and Options Exchange ("LIFFE"); and (v) a British pound currency futures contract on the Chicago Mercantile Exchange ("CME").

The purpose of this Notice is to inform you of a proposed settlement in this Action (the "Settlement") with Defendant Deutsche Bank AG ("Deutsche Bank") on March 31, 2022.

You are receiving this Notice because records indicate that you may have transacted in Sterling LIBOR-Based Derivatives during the Class Period and may be a Settlement Class Member in this Action.

Please do not contact the Court regarding this Notice. Inquiries concerning this Notice, the Claim Form, or any other questions by Settlement Class Members should be directed to:

GBP LIBOR Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 173111
Milwaukee, WI 53217
Tel: 877-495-0835
Email: info@sterlingliborsettlement.com
Website: www.sterlingliborsettlement.com

If you are a brokerage firm, futures commission merchant, nominee, or other person or entity who or which entered into Sterling LIBOR-Based Derivatives transactions during the Class Period for the beneficial interest of persons or organizations other than yourself, you are requested to, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, either: (i) provide to A.B. Data, Ltd. (the “Settlement Administrator”) the name and last known address of each person or organization for whom or which you made Sterling LIBOR-Based Derivatives transactions during the Class Period; or (ii) request from the Settlement Administrator sufficient copies of the Notice to forward directly to beneficial owners of the Sterling LIBOR-Based Derivatives transactions. You may be reimbursed from the Settlement Fund for your reasonable out-of-pocket expenses. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Settlement Administrator at the address listed above.

Representative Plaintiffs allege that Defendants unlawfully and intentionally agreed, combined, and conspired to rig Sterling LIBOR and the prices of Sterling LIBOR-Based Derivatives in violation of Commodity Exchange Act, 7 U.S.C. § 1, *et seq.* (“CEA”), the Sherman Antitrust Act, 15 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.* (“RICO”), and common law.

The Court has preliminarily approved the Settlement with Deutsche Bank. To resolve all Released Claims against the Released Parties, Deutsche Bank has agreed to pay a total of five million U.S. dollars (\$5,000,000). Settlement Class Members who or which do not opt out of the Settlement will release their claims against Deutsche Bank in the Action.

The following table contains a summary of your rights and options regarding the Settlement. More detailed information about your rights and options can be found in the Settlement Agreement and Distribution Plan, which are available at www.sterlingliborsettlement.com (the “Settlement Website”).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing in connection with the Settlement, you will receive no payment from the Settlement <i>and</i> you will be bound by past and any future Court rulings, including rulings on the Settlement, if approved, and the settlement release. <i>See</i> question 18.
FILE A CLAIM FORM	The only way to receive your share of the Net Settlement Fund is to complete and electronically submit a timely and valid Claim Form to the Settlement Administrator by no later than January 16, 2024 , or to mail your completed Claim Form so that it is postmarked no later than January 16, 2024 . <i>See</i> question 12.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you wish to exclude yourself from the Settlement, you must submit by U.S. first class mail (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) or deliver a written request to the Settlement Administrator so that it is received by October 19, 2023 . If you exclude yourself, you will not be bound by the Settlement, if approved, or settlement release, and you will not be eligible for any payment from the Settlement. <i>See</i> questions 19 - 23.
OBJECT TO THE SETTLEMENT	If you wish to object to the Settlement, you must file a written objection with the Court and serve copies on Plaintiffs' Counsel and Deutsche Bank's counsel so that it is received by October 19, 2023 . You must be and remain within the Settlement Class to object. <i>See</i> questions 24 and 25.
PARTICIPATE AT THE FAIRNESS HEARING	You may ask the Court for permission to speak about the Settlement at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and serve on Plaintiffs' Counsel and Deutsche Bank's counsel so that it is received by October 19, 2023 . The Fairness Hearing is scheduled for November 16, 2023 . <i>See</i> questions 28 - 30.
APPEAR THROUGH AN ATTORNEY	You may enter an appearance through your own counsel at your own expense. <i>See</i> question 30.

These rights and options and the deadlines to exercise them are explained in this Notice. The capitalized terms used in this Notice are explained or defined below or in the Settlement Agreement, which are available on the Settlement Website, www.sterlingliborsettlement.com.

The Court has appointed the lawyers listed below ("Plaintiffs' Counsel") to represent you and the Settlement Class in this Action:

Vincent Briganti
Lowey Dannenberg, P.C.
 44 South Broadway, Suite 1100
 White Plains, NY 10601
 Telephone: (914) 733-7221
sterlingliborsettlement@lowey.com

Christopher Lovell
Lovell Stewart Halebian Jacobson LLP
 500 5th Avenue, Suite 2440
 New York, NY 10110
 Telephone: (212) 608-1900
info@lshllp.com

Please regularly visit the Settlement Website, which can be found at www.sterlingliborsettlement.com, for updates relating to the Settlement.

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BASIC INFORMATION

1. What Is A Class Action Lawsuit?

A class action is a lawsuit in which one or more representative plaintiffs (in this case, Representative Plaintiffs) bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, a class) who have similar claims against the defendants. The representative plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for payment of attorneys’ fees or litigation expenses. In a class action, attorneys’ fees and litigation expenses are paid from the settlement fund (or the court-awarded judgment amount) and must be approved by the court. If there is no recovery on behalf of the class, the attorneys do not get paid.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in this Settlement with Deutsche Bank, the court will require that the members of the class be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Fairness Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why Did I Get This Notice?

You received this Notice because you requested it or records indicate that you may be a Settlement Class Member. As a potential Settlement Class Member, you have a right to know about the proposed Settlement with Deutsche Bank before the Court decides whether to approve the Settlement.

This Notice explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Fairness Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and Distribution Plan and to consider requests for awards of attorneys’ fees, and litigation expenses and costs from the Settlement Fund.

3. What Are The Definitions Used In This Notice?

This Notice incorporates by reference the definitions in the Stipulation and Agreement of Settlement with Deutsche Bank (the “Settlement Agreement”) and the Court’s Preliminary Approval Order for the Settlement.

The Settlement Agreement and the Court’s Preliminary Approval Order are posted on the Settlement Website. All capitalized terms used, but not defined, shall have the same meanings as in the Settlement Agreement and the Court’s Preliminary Approval Order.

4. What Is This Action About?

Representative Plaintiffs allege that Defendants,¹ including Deutsche Bank, unlawfully and intentionally manipulated a benchmark interest rate, the Sterling London Interbank Offered Rate (“Sterling LIBOR”), to fix the prices of Sterling LIBOR-Based Derivatives in violation of the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.* (“CEA”), the Sherman Antitrust Act, 15 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, *et seq.* (“RICO”), and common law from at least January 1, 2005 through December 31, 2010 (the “Class Period”).

Representative Plaintiffs allege that Defendants, as members of the panel that set Sterling LIBOR, made submissions to set the rate that did not reflect the true cost of borrowing funds in the interbank money market but were, instead, intended to fix Sterling LIBOR-Based Derivatives at prices that would increase the profitability of Defendants’ Sterling LIBOR-Based Derivatives positions and cause investors located in or trading through the United States to be overcharged or underpaid in their Sterling LIBOR-Based Derivatives transactions. Representative Plaintiffs transacted in Sterling LIBOR-Based Derivatives during the Class Period.

Deutsche Bank maintains that it has good and meritorious defenses to Representative Plaintiffs’ claims and would prevail if the case were to proceed. Nevertheless, to settle the claims in this lawsuit, and thereby avoid the expense and uncertainty of further litigation, Deutsche Bank has agreed to pay a total of \$5,000,000 (the “Settlement Amount”) in cash for the benefit of the proposed Settlement Class. If the Settlement is approved, the Settlement Amount, plus any interest earned (the “Settlement Fund”), less any taxes, the reasonable costs of Class Notice and administration, any Court-awarded attorneys’ fees, litigation expenses and costs, and any other costs or fees approved by the Court (the “Net Settlement Fund”) will be divided among all Settlement Class Members who file timely and valid Claim Forms.

If the Settlement is approved, the Action will be resolved against Deutsche Bank, and the Action will continue against the non-settling Defendants. If the Settlement is not approved, Deutsche Bank will remain in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

5. What Is The History Of This Action?

On May 6, 2015, this litigation was initiated as a putative class action on behalf of all persons and entities that engaged in Sterling LIBOR-Based Derivatives transactions. The original complaint named Sonterra Capital Master Fund, Ltd. (“Sonterra”) as a plaintiff. On July 24, 2015, Sonterra filed the First Amended Complaint (“FAC”) and asserted claims under the CEA, the Sherman Act, RICO, and common law. Defendants moved to dismiss based on lack of subject matter jurisdiction, lack of personal jurisdiction and failure to state a claim on November 13, 2015, which plaintiff opposed. On January 21, 2016, a second class action complaint was filed alleging the same misconduct with named plaintiffs FrontPoint European Fund, L.P. (“FrontPoint”) and Richard Dennis (“Dennis”). The Court subsequently consolidated the two lawsuits, ordered the filing of a consolidated class action complaint, and dismissed Defendants’ motion to dismiss without prejudice.

On February 25, 2016, plaintiffs filed their Consolidated Amended Class Action Complaint. On April 11, 2016, Defendants again filed a motion to dismiss asserting lack of subject matter jurisdiction, lack of personal jurisdiction, and failure to state a claim, which plaintiffs opposed.

¹ Defendants are: Barclays Bank PLC (“Barclays”), Barclays Capital Inc. (“BCI”), Coöperatieve Rabobank U.A. (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.) (“Rabobank”), Deutsche Bank, Lloyds Banking Group plc (“Lloyds”), The Royal Bank of Scotland plc (“RBS”), and UBS AG (“UBS”).

On December 21, 2018, the Court issued an opinion granting in part and denying in part the Defendants' motion to dismiss the Consolidated Amended Class Action Complaint. The Court dismissed all claims against Defendant Barclays Capital, Inc., and dismissed plaintiffs' CEA, RICO claims, and breach of implied covenant of good faith and fair dealing claims. The Court also dismissed Sonterra's and Dennis's Sherman Act and unjust enrichment claims against all Defendants and FrontPoint's Sherman Act and unjust enrichment claims against all Defendants, except UBS. Plaintiffs and UBS filed a motion for reconsideration on January 22, 2019. FrontPoint also filed a motion to substitute Fund Liquidation Holdings, LLC ("FLH") as its assignee and attorney-in-fact pursuant to an assignment of claims and irrevocable powers of attorney executed prior to FrontPoint's dissolution and the filing of the initial complaint. The Court issued an order dated August 16, 2019, denying the motion for substitution, dismissing the FrontPoint claims, and terminating the pending motions because FrontPoint lacked capacity to maintain the lawsuit.

On September 16, 2019, Plaintiffs filed an appeal in the United States Court of Appeals for the Second Circuit (the "Second Circuit") and Defendant UBS filed a cross appeal. While the appeals were pending, Deutsche Bank reached a settlement in principle with Representative Plaintiffs and executed a binding term sheet dated January 3, 2022. The Second Circuit granted Representative Plaintiffs' motion to stay and sever the appeals as to Deutsche Bank and to remand that portion of the case to the Court to consider the approval of the proposed Settlement. ECF No. 251. Representative Plaintiffs and Deutsche Bank executed the Settlement Agreement on March 31, 2022, and filed for preliminary approval of the Settlement on July 29, 2022. ECF Nos. 260-62. The Court granted preliminary approval of the Settlement on June 1, 2023. ECF Nos. 266, 268.

6. Why Is There A Settlement?

Representative Plaintiffs and Plaintiffs' Counsel believe that Settlement Class Members have been damaged by Defendant's conduct. Deutsche Bank believes that it has meritorious defenses to Representative Plaintiffs' allegations and believe that Representative Plaintiffs' claims would have been rejected prior to trial, at trial (had Representative Plaintiffs successfully certified a class and survived summary judgment motions), or on appeal. As a result, Deutsche Bank believes that Representative Plaintiffs would have received nothing if the litigation had continued to trial.

The Court has not decided in favor of either Representative Plaintiffs or Deutsche Bank. Instead, Plaintiffs' Counsel engaged in negotiations with Deutsche Bank to reach a negotiated resolution of the claims against Deutsche Bank in the Action. The Settlement allows both sides to avoid the risks and costs of lengthy litigation and the uncertainty of pre-trial proceedings, a trial, and appeals, and, if approved, will permit eligible Settlement Class Members who file timely and valid Claim Forms to receive some compensation, rather than risk ultimately receiving nothing. Representative Plaintiffs and Plaintiffs' Counsel believe the Settlement is in the best interest of all Settlement Class Members.

Deutsche Bank has agreed to pay a total of \$5,000,000.00 in cash for the benefit of the proposed Settlement Class. If the Settlement is approved, the Net Settlement Fund will be divided among all Settlement Class Members who file timely and valid Claim Forms.

If the Settlement is approved, the Action will be resolved against Deutsche Bank and will continue against all other non-settling Defendants. If the Settlement is not approved, all Defendants (including Deutsche Bank) will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

7. How Does The Settlement Affect The Claims Against Defendants Other Than Deutsche Bank?

Representative Plaintiffs' claims (or potential claims) against the non-settling Defendants will continue to be litigated, whether or not the Settlement is approved. The Court's approval of the Settlement or certification of the Settlement Class in connection with the Settlement will have no impact on the Court's rulings in the litigation against the non-settling Defendants.

WHO GETS MONEY FROM THE SETTLEMENT

8. How Do I Know If I Am A Settlement Class Member?

In the Preliminary Approval Order, the Court preliminarily approved the following Settlement Class:

ALL PERSONS OR ENTITIES THAT TRANSACTED IN A STERLING LIBOR-BASED DERIVATIVE AT ANY TIME FROM JANUARY 1, 2005, THROUGH AT LEAST DECEMBER 31, 2010 ("CLASS PERIOD"), PROVIDED THAT, IF REPRESENTATIVE PLAINTIFFS EXPAND THE CLASS IN ANY SUBSEQUENT AMENDED COMPLAINT, CLASS MOTION, OR SETTLEMENT, THE DEFINED CLASS IN THIS AGREEMENT SHALL BE EXPANDED SO AS TO BE COTERMINOUS WITH SUCH EXPANSION.

Not everyone who fits this description will be a Settlement Class Member. Please *see* question 9 for a discussion of exclusions from the Settlement Class.

9. Are There Exceptions To Being Included In The Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or any parent, subsidiary, affiliate, or agent of any Defendant or any co-conspirator (whether or not that co-conspirator was named as a defendant). In addition, the United States government is excluded from the Settlement Class.

However, Investment Vehicles shall not be excluded from the Settlement Class solely on the basis of being deemed to be Defendants or affiliates or subsidiaries of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class. Under no circumstances may any Defendant (or any of their direct or indirect parents, subsidiaries, affiliates, or divisions) receive a distribution for its own account from the Settlement Fund through an Investment Vehicle.

For purposes of the Settlement, the term "Investment Vehicle" means any investment company, separately managed account, or pooled investment fund, including but not limited to mutual fund families, exchange-traded funds, fund of funds, hedge funds, and employee benefit plans.

10. I'm Still Not Sure If I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call toll-free 1-877-495-0835 (if calling from outside the United States or Canada, call 1-414-921-2346) or visit the Settlement Website, www.sterlingliborsettlement.com, for more information.

THE SETTLEMENT BENEFITS

11. What Does The Settlement Provide?

Deutsche Bank has paid a total of \$5,000,000 to be held for disbursement to the Settlement Class and to pay for Court-approved fees and expenses if the Settlement is approved. The Settlement Agreement gives Deutsche Bank the right to terminate the Settlement in the event that the volume of Sterling LIBOR-Based Derivatives transacted by Settlement Class Members who timely exercise their right to request exclusion from the Settlement Class exceeds a certain percentage.

This is not a claims-made settlement, and Deutsche Bank is not involved in the development of the Distribution Plan for the Settlement. The Settlement does not provide for a reversion of the Settlement Fund to Deutsche Bank. The Net Settlement Fund will be distributed to Settling Class Members to the fullest extent possible.

12. How Will I Get A Payment?

If you are a Settlement Class Member and do not exclude yourself, you are eligible to file a Claim Form to receive your share of money from the Net Settlement Fund. Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Eastern Time on **January 16, 2024, OR** postmarked by **January 16, 2024**, and mailed to:

GBP LIBOR Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 173111
Milwaukee, WI 53217

Following the timely submission and receipt of your Claim Form, the Settlement Administrator will send you a “Confirmation of Claim Receipt,” which will acknowledge receipt of your Claim and will inform you of important next steps.

Please keep all data and documentation related to your eligible Sterling LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

If you do not file a Claim Form, you will not receive any payments under the Settlement.

13. How Much Will My Payment Be?

The amount of your payment will be determined by the Distribution Plan, if it is approved, or by such other plan of distribution that is approved by the Court. At this time, it is not known precisely how much each Authorized Claimant will receive from the Net Settlement Fund or when payments will be made. For more information on the Distribution Plan *see* question 14.

14. What Is The Distribution Plan?

The Distribution Plan is available for review on the Settlement Website, www.sterlingliborsettlement.com. Changes, if any, to the Distribution Plan based on newly available data or information or any Court order will be promptly posted on the Settlement Website. Please check the Settlement Website for the most up-to-date information about the Distribution Plan.

15. When Will I Receive A Payment?

The Court will hold the Fairness Hearing on **November 16, 2023 at 11:00 A.M. (ET)**, to decide whether to approve the Settlement and Distribution Plan. Even if the Court approves the Settlement and Distribution Plan, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude.

Please be patient; status updates will be posted on the Settlement Website.

16. What Do I Have To Do After I File A Claim Form?

After you file a Claim Form, the Settlement Administrator will evaluate your Claim Form to determine if you have provided sufficient information to validate your membership in the Settlement Class and your claim. If the Settlement Administrator determines that your Claim Form is deficient or defective, it will contact you. If you subsequently provide information that satisfies the Settlement Administrator concerning the validity of your Claim Form, you will not have to do anything else. If any disputes cannot be resolved, Plaintiffs' Counsel will submit them to the Court, and the Court will make a final determination as to the validity of your Claim Form.

Please keep all data and documentation related to your eligible transactions in Sterling LIBOR- and/or Sterling LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

17. What Am I Giving Up To Receive A Payment?

Unless you exclude yourself, you remain a Settlement Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit about the Released Claims in this Action against Deutsche Bank and/or any of the Released Parties. Upon the Effective Date of the Settlement, Representative Plaintiffs and each of the Releasing Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties.

Although the releases in the Settlement Agreement are not general releases, the releases do constitute a waiver by the Parties and each Settling Class Member of any and all rights and provisions under Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code.

The capitalized terms used in this paragraph are defined in the Settlement Agreement, Preliminary Approval Orders, or this Notice. For easy reference, certain of these terms are copied below.

With respect to the Settlement Agreement with Deutsche Bank:

- “Released Parties” means Deutsche Bank, its predecessors, successors, and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Deutsche Bank), shareholders (in their capacity as shareholders of Deutsche Bank), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than Deutsche Bank.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., and FrontPoint European Fund, L.P., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such, whether or not they object to the Settlement or make a claim for payment under the Net Settlement Fund. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Sterling LIBOR Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Sterling LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., and FrontPoint European Fund, L.P., or Settling Class Members (to the extent such similar financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.).
- “Released Claims” means any and all manner of claims, including unknown 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, derivative, 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, attorneys’ fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively, or in any other capacity, against the Released Parties arising from or relating in any way to conduct alleged in the Action or which could have been alleged in the Action against the Released Parties concerning any Sterling LIBOR-Based Derivatives or any financial instruments priced, benchmarked, or settled to Sterling LIBOR purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or

through a location within the U.S.), including, but not limited to, any alleged manipulation of Sterling LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Sterling LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Clayton Antitrust Act, 15. U.S.C. §§ 15 & 26, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Deutsche Bank employees arising solely from those former employees' conduct that occurred while those former employees were not employed by Deutsche Bank; (ii) any claims against the named Defendants in the Action other than Deutsche Bank; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers other than any affiliate or subsidiary of Deutsche Bank; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Deutsche Bank. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

18. What If I Do Nothing?

You are automatically a member of the Settlement Class if you fit the Settlement Class description. However, if you do not submit a timely and valid Claim Form, you will not receive any payment from the Settlement. You will be bound by past and any future Court rulings, including rulings on the Settlement and releases. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against Deutsche Bank or any of the other Released Parties on the basis of the Released Claims. Please *see* question 17 for a description of the Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

19. What If I Do Not Want To Be In The Settlement Class?

If you are a Settlement Class Member, do not want to remain in the Settlement Class, and do not want a payment from the Settlement, then you must take steps to exclude yourself from the Settlement. This is also sometimes referred to as “opting out” of a class. *See* question 20.

If you act to exclude yourself from the Settlement Class of which you would otherwise be a member, you will be free to sue Deutsche Bank or any of the other Released Parties on your own for the claims being resolved by the Settlement. However, you will not receive any money from the Settlement, and Plaintiffs' Counsel will no longer represent you with respect to any claims against Deutsche Bank.

If you want to receive money from the Settlement, do not exclude yourself. You must file a Claim Form in order to receive any payment from the Settlement.

20. How Do I Exclude Myself?

You can exclude yourself by sending a written “Request for Exclusion.” You cannot exclude yourself by telephone or email. Your written Request for Exclusion must be mailed by U.S. first class mail (or, if sent

from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) or delivered so that it is received by **October 19, 2023**, to:

GBP LIBOR Class Action Settlement - EXCLUSIONS

c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

and (a) state the name, address, telephone number, and email address of the Person or entity seeking exclusion, and in the case of entities, the name, telephone number, and email address of the appropriate contact person; (b) state that such Person or entity requests to be excluded from the Settlement Class in the Action (*Sonterra Capital Master Fund Ltd., et al. v. Barclays Bank PLC, et al.*, Case No 15-cv-3538 (VSB) (S.D.N.Y.)); and (c) one or more document(s) sufficient to prove membership in the Settlement Class, as well as proof of authorization to submit the Request for Exclusion if submitted by an authorized representative.

With respect to the kinds of documents that are requested under subsection (c) in the preceding paragraph, any Settlement Class Member seeking to exclude himself, herself or itself from the Settlement Class will be requested to provide document(s) evidencing eligible trading in Sterling LIBOR-Based Derivatives during the Class Period (including for each transaction, the date, time and location of the transaction, the instrument type, direction (*i.e.*, purchase or sale) of the transaction, the counterparty, any transaction identification numbers, and the total amount transacted (in British pound sterling (GBP))). Any Request for Exclusion must be signed by such Person or entity requesting the exclusion or an authorized representative and include proof of authorization to submit the Request for Exclusion if submitted by an authorized representative. The Parties may seek leave of the Court to ask any Person or entity that seeks to be excluded from the Settlement(s) to provide documents sufficient to prove membership in the Settlement Class.

A Request for Exclusion that does not include all of the required information, does not contain the proper signature, is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid and the Person or entity filing such an invalid request shall be a Settlement Class Member and shall be bound by the Settlement, if approved.

All Persons or entities who submit valid and timely Requests for Exclusion in the manner set forth above shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement. In addition, such Persons or entities will not be entitled to object to the Settlement or participate at the Fairness Hearing.

21. If I Do Not Exclude Myself, Can I Sue Deutsche Bank And The Other Released Parties For The Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue Deutsche Bank and the other Released Parties for the Released Claims that the Settlement resolves. If you decide to exclude yourself from the Settlement, your decision will apply to Deutsche Bank and related Released Parties described in the Settlement.

22. If I Exclude Myself, Can I Get Money From The Settlement?

No. You will not get any money from the Settlement if you exclude yourself.

23. If I Exclude Myself From The Settlement, Can I Still Object?

No. If you exclude yourself, you are no longer a Settlement Class Member and may not object to any aspect of the Settlement.

OBJECTING TO THE SETTLEMENT

24. How Do I Tell The Court What I Think About The Settlement?

If you are a Settlement Class Member and you do not exclude yourself, you can tell the Court what you think about the Settlement. You can object to all or any part of the Settlement, Distribution Plan, and/or application for attorneys' fees and reimbursement of litigation expenses and costs. You can give reasons why you think the Court should approve them or not. The Court will consider your views. If you want to make an objection, you may enter an appearance in the Action, at your own expense, individually or through counsel of your own choice, by filing with the Clerk of United States District Court for the Southern District of New York a notice of appearance and your objection, and serving copies of your objection on Plaintiffs' Counsel and Deutsche Bank's counsel such that it is received by **October 19, 2023**, to the following addresses:

<p>Vincent Briganti Lowey Dannenberg, P.C. 44 South Broadway, Suite 1100 White Plains, NY 10601</p>	<p>Christopher Lovell Lovell Stewart Halebian Jacobson LLP 500 5th Avenue, Suite 2440 New York, NY 10110</p>
<p><i>Plaintiffs' Counsel (Class Counsel)</i></p>	

<p>Elizabeth M. Sacksteder Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019</p>
<p><i>Counsel for Deutsche Bank</i></p>

Any Settlement Class Member who does not enter an appearance will be represented by Plaintiffs' Counsel.

If you choose to object, you must file a written objection. You cannot make an objection by telephone or email. Your written objection must include: (i) the name, address, telephone number, and email address of the Person or entity objecting and must be signed by the objector (an attorney's signature is not sufficient); (ii) the name of the Action (*Sonterra Capital Master Fund Ltd., et al. v. Barclays Bank PLC, et al.*, Case No. 15-cv-3538 (VSB) (S.D.N.Y.)); (iii) a statement of your objection or objections, and the

specific reasons for each objection, including any legal and evidentiary support you wish to bring to the Court's attention; (iv) whether the objection applies only to you, a specific subset of the Settlement Class, or the entire Settlement Class; (v) documents sufficient to prove your membership in the Settlement Class including a description of the Sterling LIBOR-Based Derivatives transactions you entered into that fall within the Settlement Class definition (including, for each transaction, the identity of the counterparty to the transaction, the date of the transaction, the type of the transaction, any transaction identification numbers, the rate, and the notional amount of the transaction); (vi) a statement of whether you intend to participate at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, telephone number, and email address; and (vii) a list of other cases in which you or your counsel has appeared either as an objector or counsel for an objector in the last five years. If you enter an appearance and desire to present evidence at the Fairness Hearing in support of your objection, you must also include in your written objection or notice of appearance the identity of any witnesses you may call to testify and any exhibits you intend to introduce into evidence at the hearing. Objectors may, in certain circumstances, be required to make themselves available for a deposition by any Party to take place within the Court's federal district in New York or in the county of the objector's residence or principal place of business within seven (7) days of service of the objector's timely written objection.

If you do not timely and validly submit your objection, your views will not be considered by the Court. Check the Settlement Website, www.sterlingliborsettlement.com, for updates on important dates and deadlines relating to the Settlement.

25. What Is The Difference Between Objecting And Excluding Myself?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you remain a Settlement Class Member and do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no right to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

26. Do I Have A Lawyer In This Case?

The Court has appointed the lawyers listed below to represent you and the Settlement Class in this Action:

Vincent Briganti
Lowey Dannenberg, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7221
sterlingliborsettlement@lowey.com

Christopher Lovell
Lovell Stewart Halebian Jacobson LLP
500 5th Avenue, Suite 2440
New York, NY 10110
Telephone: (212) 608-1900
info@lshllp.com

These lawyers are called Plaintiffs' Counsel (or Class Counsel). Plaintiffs' Counsel may apply to the Court for payment of attorneys' fees and litigation expenses and costs from the Settlement Fund. You will not otherwise be charged for Plaintiffs' Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

27. How Will The Lawyers Be Paid?

To date, Plaintiffs' Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs. Any attorneys' fees and litigation expenses and costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement provides that Plaintiffs' Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs out of the Settlement Fund. Prior to the Fairness Hearing, Plaintiffs' Counsel will move for an award of no more than \$1,666,666.66 in attorneys' fees, which is one-third of the Settlement Fund, plus payment of litigation expenses and costs not to exceed \$600,000, and for interest on such attorneys' fees and litigation expenses and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and litigation expenses and costs are paid. Plaintiffs' Counsel may allocate any award of attorneys' fees and payment of litigation expenses and costs among Plaintiffs' Counsel in proportion to their contributions to the case.

This is only a summary of the request for attorneys' fees and litigation expenses and costs. Any motions in support of the requests will be available for viewing on the Settlement Website after they are filed by October 5, 2023. If you wish to review the motion papers, you may do so by viewing them at the Settlement Website, www.sterlingliborsettlement.com.

The Court will consider the motion for attorneys' fees and litigation expenses and costs at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

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

The Court will hold the Fairness Hearing on **November 16, 2023, at 11:00 A.M. (ET)**, via telephone using the dial-in 888-363-4749 and access code 2682448. The Fairness Hearing may be moved to a different date, time, or venue without notice to you; any changes to the date, time, or venue of the Fairness Hearing will be posted to the Settlement Website. Although you do not need to participate, if you plan to do so, you should check the Settlement Website for any changes concerning the Fairness Hearing.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve the Distribution Plan and requests for attorneys' fees and litigation expenses and costs. If there are any objections, the Court will consider them at this time. We do not know how long the Fairness Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

29. Do I Have To Participate At The Fairness Hearing?

No. Plaintiffs' Counsel will answer any questions the Court may have. You are, however, welcome to participate at the Fairness Hearing. If you send an objection, you do not have to participate at the Fairness Hearing to talk about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to participate, but you are not required to do so.

30. May I Speak At The Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to participate at the Fairness Hearing, you may also enter an appearance in the Action at your own expense, individually, or through counsel of your own choice, by filing with the Clerk of Court a notice of appearance and your objection, and serving copies of your objection on Plaintiffs' Counsel and Deutsche Bank's counsel at the

addresses set forth in question 24, such that they are received no later than **October 19, 2023**, or as the Court may otherwise direct. Any Settlement Class Member who does not enter an appearance will be represented by Plaintiffs' Counsel.

GETTING MORE INFORMATION

31. How Do I Get More Information?

The Court has appointed A.B. Data, Ltd. as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing this Notice of the Settlement and processing Claim Forms.

This Notice summarizes the Settlement Agreement. More details are in the Settlement Agreement and Distribution Plan, which are available for your review at the Settlement Website, www.sterlingliborsettlement.com. The Settlement Website also has answers to common questions about the Settlement, Claim Form, and other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment. You may also call toll-free 1-877-495-0835 (if calling from outside the United States or Canada, call 1-414-921-2346) or write to the Settlement Administrator at:

GBP LIBOR Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 173111
Milwaukee, WI 53217
Tel: 877-495-0835
Email: info@sterlingliborsettlement.com

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your current information to the Settlement Administrator at the address/email address set forth above in the event the Settlement Administrator needs to contact you.

*******Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information.*******

DATED: AUGUST 22, 2023

BY ORDER OF THE COURT