

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) TUESDAY, THE 13TH DAY
JUSTICE RADY) OF MARCH, 2018

BETWEEN :

CROSSLINK TECHNOLOGY, INC.

Plaintiff

- and -

BASF CANADA, BASF CORPORATION, BASF A.G., BAYER INC.,
BAYER A.G., BAYER MATERIAL SCIENCE LLC, BAYER CORPORATION,
DOW CHEMICAL COMPANY, DOW CHEMICAL CANADA INC.,
HUNTSMAN INTERNATIONAL LLC, LYONDELL CHEMICAL COMPANY,
RHODIA, RHODIA INC., and RHODIA CANADA INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

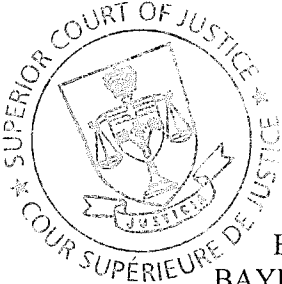
**ORDER
(Approval of Distribution Protocol and Notice of Claims Process)**

THIS MOTION made by the Plaintiff for an Order approving the Distribution Protocol, the publication, short-form and long-form notices of claims process (“Notice of Claims Process”) and the plan of dissemination of said notices (“Plan of Dissemination”), was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the Distribution Protocol attached hereto as Schedule “A”;

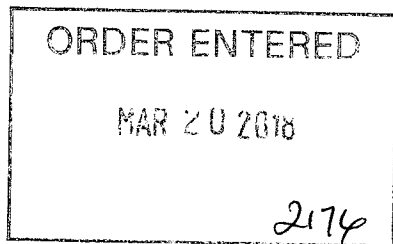
AND ON HEARING the submissions of counsel for the Plaintiff;

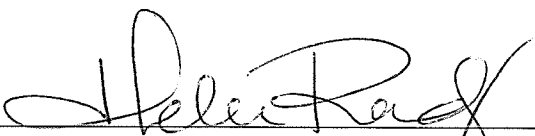
AND ON BEING ADVISED that RicePoint Administration Inc. (“RicePoint”) consents to being appointed as Claims Administrator;



1. **THIS COURT ORDERS** that, for the purposes of this Order, the definitions set out in the Distribution Protocol apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that RicePoint is hereby appointed as Claims Administrator.
3. **THIS COURT ORDERS** that the Distribution Protocol attached hereto as Schedule “A” is hereby approved.
4. **THIS COURT ORDERS** that the Distribution Protocol shall govern the administration of the Settlement Agreements entered into with the following Defendants:
 - (a) Bayer Inc., Bayer AG, Bayer Material Science LLC (formerly known as Bayer Polymers LLC) and Bayer Corporation, dated June 6, 2007;
 - (b) Huntsman International LLC, dated April 11, 2012;
 - (c) BASF Corporation, dated April 12, 2012;
 - (d) BASF Canada Inc., dated April 12, 2012; and
 - (e) Dow Chemical Company and Dow Chemical Canada Inc., dated November 17, 2017 (collectively, the “Settlement Agreements”).
5. **THIS COURT ORDERS** that the settlement amounts paid in accordance with the Settlement Agreements shall be distributed by the Claims Administrator in accordance with the Distribution Protocol;
6. **THIS COURT ORDERS** that the publication, short-form and long-form Notice of Claims Process are hereby approved substantially in the form attached hereto as Schedules “B” to “D”.
7. **THIS COURT ORDERS** that the Plan of Dissemination is hereby approved in the form attached hereto as Schedule “E”.
8. **THIS COURT ORDERS** that the Notice of Claims Process shall be disseminated in accordance with the Plan of Dissemination.

9. **THIS COURT ORDERS** that the Claim Form is hereby approved substantially in the form attached hereto as Schedule "F".
10. **THIS COURT ORDERS** that all information provided by claimants as part of the claims process is collected, used and retained by the Claims Administrator, Class Counsel and their agents pursuant to Ontario privacy laws for the purposes of administering the Settlement Agreements, including evaluating the claimant's eligibility status under the Settlement Agreements. The information provided by the claimant shall be treated as private and confidential and shall not be disclosed without the express written consent of the claimant, except in accordance with the Settlement Agreements, the Distribution Protocol and/or orders of the Ontario Court.




The Honourable Justice Rady

SCHEDULE “A”

DISTRIBUTION PROTOCOL
IN THE MATTER OF THE POLYETHER POLYOL PRODUCTS
CLASS ACTION SETTLEMENTS

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GENERAL PRINCIPLES

1. The procedures set forth herein are intended to govern the administration of the settlement agreements entered into with the following Defendants:
 - (a) Bayer Inc., Bayer AG, Bayer Material Science LLC (formerly known as Bayer Polymers LLC) and Bayer Corporation, dated June 6, 2007;
 - (b) Huntsman International LLC, dated April 11, 2012;
 - (c) BASF Corporation, dated April 12, 2012;
 - (d) BASF Canada Inc., dated April 12, 2012; and
 - (e) Dow Chemical Company and Dow Chemical Canada Inc., dated November 17, 2017 (collectively, the “Settlement Agreements”).
2. The administration shall:
 - (a) implement and conform to the Settlement Agreements, orders of the Ontario Court, and this Distribution Protocol;
 - (b) include the establishment and maintenance of the Settlement Website;
 - (c) employ secure, paperless, web-based systems with electronic registration and record keeping wherever possible;
 - (d) rely on sales information provided by the Defendants wherever possible; and
 - (e) be bilingual in all respects.

3. Settlement Class Members seeking compensation must disclose and give credit for any compensation received through other proceedings or private out-of-class settlements in relation to Polyether Polyol Products, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

DEFINITIONS

4. The definitions set out in the Settlement Agreements apply to and are incorporated herein. Where a term is defined in both the Settlement Agreements and in this Distribution Protocol, the definition in this Distribution Protocol shall govern.
5. For the purpose of this Distribution Protocol, the following definitions apply:
 - (a) ***Aggregate Purchases*** means the aggregate amount paid by a Settlement Class Member for Polyether Polyol Products, less any taxes, delivery or shipping charges, rebates, or other form of discounts.
 - (b) ***Claim*** means the paper or electronic form that a Settlement Class Member must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.
 - (c) ***Claims Administrator*** means the firm appointed by the Ontario Court to administer the Settlement Amounts in accordance with the provisions of the Settlement Agreements and the Distribution Protocol, and any employees of such firm.

- (d) ***Claims Filing Deadline*** means the date by which Claims (and any required supporting documentation) must be postmarked or electronically submitted in order for Settlement Class Members to be considered for settlement benefits under this Distribution Protocol, which date shall be four (4) months after the first publication of the notice advising Settlement Class Members of the claims process.
- (e) ***Class Period*** means from January 1, 1999 and December 31, 2004.
- (f) ***Decision Notice*** shall have the meaning attributed to it in paragraph 39.
- (g) ***Net Settlement Amount*** means the aggregate of the Settlement Amounts recovered pursuant to the Settlement Agreements, plus any costs awards and accrued interest, less:
 - (i) Class Counsel Fees as approved by the Ontario Court or Quebec Court;
 - (ii) Administration Expenses;
 - (iii) taxes accruable with respect to the income earned on the settlement funds prior to distribution (including interest and penalties); and
 - (iv) any other deductions approved by the Ontario Court.
- (h) ***Notional Entitlement*** means the total value assigned to Settlement Class Member's purchases of Polyether Polyol Products by the Claims Administrator, in accordance with paragraphs 6 to 14 below.
- (i) ***Online Claim Portal*** means a web-based portal created and maintained by the Claims Administrator in accordance with paragraphs 24 to 26 below.

- (j) ***Polyether Polyol Products*** means:
 - (i) polyether polyols, monomeric or polymeric diphenylmethane diisocyanate (“MDI”) and toluene Diisocyanate (“TDI”) purchased in Canada during the Class Period; and
 - (ii) polyether polyol systems purchased from the Defendants in Canada during the Class Period.
- (k) ***Settlement Agreements*** has the meaning attributed to it in paragraph 1.
- (l) ***Settlement Class Members*** means all persons who purchased Polyether Polyol Products. The following persons are excluded:
 - (i) each Defendant, Rhodia, Rhodia Inc., and Rhodia Canada Inc., and their respective parents, employees, subsidiaries, affiliates, officers and directors; and
 - (ii) persons who validly opted-out of the Proceedings.
- (m) ***Settlement Website*** means the website maintained by or on behalf of the Claims Administrator for the purposes of providing Settlement Class Members with information on the Settlement Agreements, the Distribution Protocol, and the claims process, and access to the Online Claim Portal.

DISTRIBUTION OF NET SETTLEMENT FUNDS

Calculation of Payments

6. The Net Settlement Amount will be distributed to qualifying Settlement Class Members *pro rata* (proportionally) based on the value of the qualifying Settlement Class Member’s

Notional Entitlement as against the value of all qualifying Settlement Class Members' Notional Entitlement.

7. For the purposes of the *pro rata* distribution, a Settlement Class Member's Notional Entitlement will be calculated based on:
 - (a) the value of the Aggregate Purchases (see paragraph 8);
 - (b) the categorization of the Settlement Class Member (see paragraphs 10 to 12);
 - (c) the type of Polyether Polyol Products purchased (see paragraph 13); and
 - (d) the date of purchase (see paragraph 14).

(a) The value of the Aggregate Purchases

8. The Claims Administrator will calculate the value of the Settlement Class Member's Aggregate Purchases based on the information disclosed in the Defendants' sales information and/or information provided by the Settlement Class Member as part of the claims process.
9. Where a Settlement Class Member purchased Polyether Polyol Products in USD, the value of the purchases will be converted to CAD at the average annual Bank of Canada rate between January 1, 1999 and December 31, 2004.

(b) The categorization of the Settlement Class Member

10. Settlement Class Members will be categorized into the following purchaser groups based on their position in the distribution chain:

- (a) ***Direct Purchaser*** means a Settlement Class Member who purchased Polyether Polyol Products from a manufacturer for either (i) its own use and not for commercial resale; or (ii) inclusion in a product for commercial resale;
- (b) ***Distributor*** means a Settlement Class Member who purchased Polyether Polyol Products and resold the Polyether Polyol Products without further processing and without including them in any product; and
- (c) ***Indirect Purchaser*** means a Settlement Class Member who purchased Polyether Polyol Products from a Distributor.

- 11. Settlement Class Members may fall into more than one category.
- 12. For the purposes of calculating a Settlement Class Member's Notional Entitlement, the following values will be applied to account for the capacity in which the Polyether Polyol Products were purchased:

- (a) Aggregate Purchases made in the capacity of a Direct Purchaser will be valued at 100%;
- (b) Aggregate Purchases made in the capacity of a Distributor will be valued at 25%;
and
- (a) Aggregate Purchases made in the capacity of an Indirect Purchaser will be valued at 75%.

(c) The type of Polyether Polyol Products

- 13. For the purposes of calculating a Settlement Class Member's Notional Entitlement, the following values will be applied to account for the type of Polyether Polyol Product:

- (a) Aggregate Purchases attributable to purchases of MDI, TDI and/or polyether polyols will be valued at 100%; and
- (b) Aggregate Purchases attributable to purchases of polyether polyol systems will be valued at 50%.

(d) The date of purchase

14. For the purposes of calculating a Settlement Class Member's Notional Entitlement, the following values will be applied to account for the date the Polyether Polyol Products were purchased:

- (a) Aggregate Purchases made between January 1, 2002 and December 31, 2003 will be valued at 100%; and
- (b) Aggregate Purchases made between January 1, 1999 and December 31, 2001, and between January 1, 2004 and December 31, 2004 will be valued at 30%.

Sample Calculations

15. If a Distributor purchased \$1,000,000 of MDI and TDI in 2001, its Notional Entitlement would be calculated as follows.

$$\begin{aligned} & \$1,000,000 \text{ (representing the Aggregate Purchases of MDI and TDI)} \times 0.25 \text{ (representing the categorization of the purchaser as a Distributor)} \times 1.0 \text{ (representing the type of Polyether Polyol Product purchased)} \times 0.3 \text{ (representing the timing of the purchase)} \\ & = \$75,000 \end{aligned}$$

16. If an Indirect Purchaser purchased \$200,000 worth of polyether polyol systems in 2002 and \$500,000 worth of polyether polyols in 2004, its Notional Entitlement would be calculated as follows.

\$2,000,000 (representing the Aggregate Purchases of polyether polyol systems) x 0.75 (representing the categorization of the purchaser as an Indirect Purchaser) x 0.5 (representing the type of Polyether Polyol Product purchased) x 1.0 (representing the timing of the purchase) = \$750,000

plus

\$5,000,000 (representing the Aggregate Purchases of polyether polyols) x 0.75 (representing the categorization of the purchaser as an Indirect Purchaser) x 1.0 (representing the type of Polyether Polyol Product purchased) x 0.3 (representing the timing of the purchase) = \$ 1,125,000

Distribution

17. All eligible Settlement Class Members will receive a minimum payment of \$20. The \$20 valuation target is not an estimate of any damages suffered. It is a minimum administrative threshold designed to maintain a feasible economic and administrative platform for the settlement distribution.
18. In consultation with Class Counsel, the Claims Administrator can seek directions from the Ontario Court with respect to the distribution of the Net Settlement Amount to ensure a fair and cost effective distribution of the Net Settlement Amount.

THE CLAIMS PROCESS

The Claim

All Settlement Class Members

19. All Settlement Class Members will be required to provide the following information:
 - (a) name and contact information;
 - (b) purchase information in accordance with paragraphs 20 to 21 or 22, as applicable;

- (c) disclosure about whether the Settlement Class Member or any entity related to the Settlement Class Member has received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of any of Polyether Polyol Products, and provide details of the compensation received and the claims released;
- (d) authorization to the Claims Administrator to contact the Settlement Class Member or its representative, as the Claims Administrator deems appropriate for more information and/or to audit the Claim;
- (e) a declaration that the information submitted in the Claim is true and correct; and
- (f) if the Claim is submitted by a third-party on behalf of a Settlement Class Member (including a parent company claiming on behalf of a subsidiary or affiliate), the third-party must provide a signed statement from that Settlement Class Member at the time the Claim is filed authorizing the third-party to file the Claim on its behalf.

Settlement Class Members relying on Defendant sales data

20. Where the Defendants have provided sales information in respect of the Settlement Class Member, the required fields in the Online Claim Portal will be pre-populated with the information provided by the Defendants. The following categories of information shall be provided separately:

- (a) for the period between January 1, 2002 and December 31, 2003:
 - (i) the value of Aggregate Purchases attributable to polyether polyol systems;

- (ii) the value of Aggregate Purchases attributable to MDI, TDI or Polyols;
 - (b) for the remainder of the Class Period:
 - (i) the value of Aggregate Purchases attributable to polyether polyol systems;
and
 - (ii) the value of Aggregate Purchases attributable to MDI, TDI or Polyols.
21. The Settlement Class Member will be given the opportunity to agree with the purchase information provided by the Defendants. Where the Settlement Class Member agrees with the purchase information provided by the Defendants, no further purchase information is required from the Settlement Class Member. However, the Settlement Class Member must identify which purchases it made in the capacity of a Direct Purchaser or a Distributor.

Settlement Class Members claiming for purchases not substantiated by Defendant sales data

22. Where the Defendants have not provided sales information in respect of a Settlement Class Member and/or the Settlement Class Member is claiming for purchases of Polyether Polyol Products in addition to those substantiated by the Defendants' data, the Settlement Class Member must provide a declaration attesting to the information described in paragraph 20(a) and (b) above. The Settlement Class Member must also identify which purchases it made in the capacity of a Direct Purchaser, Distributor or Indirect Purchaser.
23. Where a Settlement Class Member has purchase records for at least two years during the Class Period, or sales information from the Defendant Bayer, the Settlement Class

Member can use such records to extrapolate its purchases of Polyether Polyol Products for the remainder of the Class Period.

The Online Claim Portal

24. The Claims Administrator shall create an Online Claim Portal that Settlement Class Members can access in order to file a Claim and shall provide the necessary administration support to enable Settlement Class Members to do so.
25. The Online Claim Portal shall contain fields that require the Settlement Class Member to provide all applicable information required as part of the Claim, in accordance with paragraphs 19 to 23.
26. The Claims Administrator shall develop procedures for tracking and recording in an electronic format the following information, as it is entered into the Online Claim Portal or provided by Settlement Class Members who file hardcopy Claims in accordance with paragraph 29 below:
 - (a) names, addresses, and purchase data of the Settlement Class Members;
 - (b) supporting documents provided by Settlement Class Members as part of the audit process; and
 - (c) any other information that might be useful in the claims administration process.

The Claims Filing Process

27. Where a Settlement Class Member has been identified by the Defendants, the Claims Administrator shall provide to the Settlement Class Member, in writing, by e-mail or

regular mail, his, her or its personal user name and password to permit that Settlement Class Member access to the Online Claim Portal.

28. Settlement Class Members will be encouraged to complete and submit a Claim electronically using the Online Claim Portal. Subject to paragraphs 29 and 37, or further order of the Ontario Court, Claims must be submitted on the Online Claim Portal on or before the Claim Filing Deadline.
29. If a Settlement Class Member does not have internet access or is otherwise unable to submit a Claim using the Online Claim Portal, the Settlement Class Member can register over the telephone with the Claims Administrator and the Claims Administrator shall send the Settlement Class Member a hardcopy claim form by mail. Subject to paragraph 37 or further order of the Ontario Court, the completed and executed hardcopy Claim must be submitted to the Claims Administrator postmarked no later than the Claims Filing Deadline.

Assistance in Filing a Claim

30. Settlement Class Members can contact the Claims Administrator or Class Counsel, at no charge, with questions about how to complete a Claim.
31. Settlement Class Members may utilize third-party claims services, a lawyer of their own choosing, or similar services to file Claims. If a Settlement Class Member chooses to use a third-party claims service, a lawyer of their own choosing, or similar services, the Settlement Class Members will be responsible for any and all expenses incurred in doing so.

Audits

32. Where the Settlement Class Member purchased Polyether Polyol Products directly from a Defendant and the Defendant provided sales information in respect of that Settlement Class Member, the Defendant's sales information shall be *prima facie* proof of the Settlement Class Member's Polyether Polyol Product purchases and those purchases shall not be subject to an audit.
33. Where the Settlement Class Member was not identified by Defendants and/or is claiming for additional purchasers, the Claims Administrator shall audit:
 - (i) a random selection of at least 10% of Claims; and
 - (ii) Claims representing the top 15% of Claims (measured by Notional Entitlement).
34. The Claims Administrator shall notify the Settlement Class Member, by email or by regular mail, that the Settlement Class Member's Claim is the subject of an audit and the requirement to provide documentary proof:
 - (a) Proof of purchase might include invoices, receipts, delivery or packing slips, purchase records, historical accounting records, credit card statements, bank statements, cancelled cheques, wire transfer confirmations, or comparable verification that is acceptable to the Claims Administrator.
 - (b) where a Settlement Class Member has extrapolated its purchase records in accordance with paragraph 23 above, the Settlement Class Member must provide a declaration explaining the basis for and calculation of the extrapolation of purchases.

35. At its sole discretion, the Claims Administrator can elect to audit any Claim and can reject a Claim, in whole or in part, where, in the Claims Administrator's view, the Settlement Class Member has submitted insufficient or false information or has otherwise engaged in fraudulent conduct.

Deficiencies

36. If, during claims processing, the Claims Administrator finds that deficiencies exist in a Claim or other required information, the Claims Administrator shall notify the Settlement Class Member, by email or regular mail, of the deficiencies. The Claims Administrator shall allow the Settlement Class Member thirty (30) days from the date of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty (30) day period, the Claims Administrator may reject the Claim. The Online Claim Portal shall be designed so as to minimize the possibility of deficient claims.

Adjustments to Claims Process and Extension of the Claims Filing Deadline

37. By agreement between the Claims Administrator and Class Counsel, the Claims Filing Deadline may be extended and the Claims Administrator may adjust the claims process. Class Counsel and the Claims Administrator shall agree to extend the Claims Filing Deadline and/or adjust the claims process if, in their opinions, doing so will not adversely affect the fair and efficient administration of the Net Settlement Amount and it is in the best interests of the Settlement Class Members to do so.

Claims Administrator's Decision

38. In respect of each Settlement Class Member who has filed a Claim in accordance with this Distribution Protocol, the Claims Administrator shall:

- (a) decide whether the Settlement Class Member is eligible to receive settlement benefits payable out of the Net Settlement Amount in accordance with the Settlement Agreements, orders of the Ontario Court and this Distribution Protocol; and
- (b) make a determination of the value of the Settlement Class Member's Notional Entitlement in respect of which the Settlement Class Member is entitled to settlement benefits in accordance with the Settlement Agreements, orders of the Ontario Court and this Distribution Protocol.

39. The Claims Administrator shall send to the Settlement Class Member, by email or regular mail, a decision as to the approval or rejection of the Claim and the determination of the Notional Entitlement (the "Decision Notice"). Where the Claims Administrator has rejected all or part of the Claim of the Settlement Class Member (or recategorized any purchases), the Claims Administrator shall include in the Decision Notice its grounds for rejecting or recategorizing all or part of the Claim.

40. The Claims Administrator's decision will be binding upon the Settlement Class Member, subject to the Settlement Class Member's right to appeal, as outlined in paragraphs 41 to 48 below.

Appeal of the Claims Administrator's Decision

41. The right to appeal is limited to circumstances where the dispute as to the value of the Notional Entitlement is greater than \$100,000.

42. Appeals must be submitted within thirty (30) days from the date of the Decision Notice.

43. The following grounds shall not be grounds for appeal:

- (a) the refusal of the Claims Administrator to accept a Claim postmarked or electronically submitted after the Claims Filing Deadline;
 - (b) the refusal of the Claims Administrator to accept a Claim where the Settlement Class Member has not cooperated with the Claims Administrator in respect of any audit conducted by the Claims Administrator in respect of that Settlement Class Member's Claim; or
 - (c) the refusal of the Claims Administrator to accept a Claim where the Settlement Class Member did not declare that the information submitted in the Claim is true and correct.
44. Appeals will be determined by the Ontario Court or a third party designated by the Ontario Court.
45. Appeals will be on the basis of written submissions, supported by the documentation provided by the Settlement Class Member as part of the claims process. Settlement Class Members are not permitted to provide any new documentation as part of the appeal. Any new documentation provided as part of the appeal will not be provided to the Ontario Court or its designee for consideration.
46. The Claims Administrator must provide to the Ontario Court a copy of the documentation provided by the Settlement Class Member as a part of the claims process, the Decision Notice, and any other information that might be reasonably useful in the determination of the appeal, and make written submissions to the Ontario Court or its designee as is reasonably necessary.

47. Notwithstanding the foregoing, the Ontario Court or its designee, acting in its sole discretion, can request oral submissions (to be provided via teleconference or videoconference, as requested by the Ontario Court or its designee) from the Settlement Class Member and/or Claims Administrator.
48. The decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

Payment of Claims

49. As soon as practicable after the claims evaluations and any appeals are completed, the Claims Administrator shall:
- (a) report to Class Counsel the particulars of the proposed distribution to each eligible Settlement Class Member; and
 - (b) make arrangements to pay approved Claims by cheque.
50. To the extent that the full Net Settlement Amount is not paid out due to uncashed cheques, residual interest or otherwise, such monies shall be paid to Pro Bono Canada if the amount is equal or less than \$10,000. For distribution of any amount above \$10,000, further direction of the Ontario Court shall be sought.
51. The payment to Pro Bono Canada shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (1°) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount

payable to the Fonds d'aide aux actions collectives, 23.6%¹ of the amount available for cy pres distribution will be notionally allocated to Quebec.

THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

Supervisory Powers of the Ontario Court

52. The Claims Administrator shall administer the Settlement Agreements and this Distribution Protocol under the ongoing authority and supervision of the Ontario Court.

Investment of Settlement Amounts

53. The Settlement Amounts shall be held in guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution.

Communication, Languages and Translation

54. Where a Claim is filed by a third-party claims agent or lawyer on behalf of a Settlement Class Member, unless the Settlement Class Member requests otherwise, all communications shall be made to the third-party claims agent or lawyer.
55. The Claims Administrator shall establish a toll-free number for calls from Canada.
56. The Claims Administrator shall dedicate sufficient personnel to respond to Settlement Class Members' inquiries in English or French, as the Settlement Class Member elects.

¹ 23.6% represents that portion of the Canadian population that resides in Quebec based on information from Statistics Canada's website.

57. All written communications from the Claims Administrator to a Settlement Class Member shall be transmitted via email if an email address has been provided, or if an email address has not been provided, by regular mail.

Undeliverable Mail

58. The Claims Administrator shall have no responsibility for locating Settlement Class Members for any mailing returned to the Claims Administrator as undeliverable.
59. The Claims Administrator shall have the discretion, but is not required, to reissue payments to Settlement Class Member returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the Settlement Class Member shall be deducted from that Settlement Class Member's settlement benefits.
60. Where a Settlement Class Member who is entitled to payment of greater than \$20 requests a cheque be reissued, \$15 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Subject to the sole discretion of the Claims Administrator, payments for \$20 will not be reissued.

Fraudulent Claims

61. The Claims Administrator shall develop and implement processes to detect possible fraudulent conduct, including monitoring claims for unusual activity and multiple claims being filed from the same address.

Taxes

62. The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the Net Settlement Amount and shall pay any taxes imposed on such monies out of the Net Settlement Amount.

Reporting

63. The Claims Administrator shall provide regular reports to Class Counsel regarding the administration.
64. The Claims Administrator shall provide any reports requested by the Ontario Court.

Preservation and Disposition of Claim Submissions

65. The Claims Administrator shall preserve, in hard copy or electronic form, as the Claims Administrator deems appropriate, the submissions relating to a Claim, until two (2) years after all settlement monies or court awards have been paid out to Settlement Class Members, and at such time shall destroy the submissions by shredding, deleting, or such other means as will render the materials permanently illegible.

Assistance to the Claims Administrator

66. The Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as are reasonably necessary in the implementation of the Settlement Agreements and this Distribution Protocol, provided that related expenses are paid out of the Claims Administrator's fees or approved by the Ontario Court in advance.

Confidentiality

67. All information received from the Defendants or the Settlement Class Members is collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 for the purposes of administering the Settlement Agreements, including evaluating the Settlement Class Member's eligibility status under the Settlement Agreements. The information provided by the Settlement Class Member is strictly private and confidential and will not be

disclosed without the express written consent of the Settlement Class Member, except in accordance with the Settlement Agreements, orders of the Ontario Court and/or this Distribution Protocol.

SCHEDULE “B”

**Did you purchase polyether polyols, MDI, TDI
or polyether polyol systems in Canada
between 1999 and 2004?**

If so, you could be entitled to compensation from class action settlements totalling approximately \$13.3 million. You can apply to receive payments online at [claims website] no later than [date].

You are represented by Siskinds LLP.

For more information, visit [website],
email [email address], or call [toll-free number].

THE
LAW
FIRM
SISKINDS

SCHEDULE “C”

DID YOU PURCHASE POLYETHER POLYOL PRODUCTS IN CANADA BETWEEN 1999 AND 2004?

If so, apply now to receive money from class action settlements.

WHAT IS A CLASS ACTION?

A class action is a lawsuit filed by one person on behalf of a large group of people with the same concerns.

WHAT IS THIS CLASS ACTION ABOUT?

This class action alleges that the defendants conspired to fix the prices for Polyether Polyol Products sold in Canada between 1999 and 2004. Polyether Polyol Products are defined as polyether polyols, together with polyether polyol systems, monomeric or polymeric diphenylmethane diisocyanate ("MDI") and toluene diisocyanate ("TDI").

Settlements totaling CDN\$13.3 million were reached with the Bayer, Lyondell, Huntsman, BASF and Dow defendants. The settlements have received court approval. The settlements are a compromise of disputed claims and are not admissions of liability.

The settlements resolve the class action in its entirety.

AM I ELIGIBLE TO RECEIVE MONEY?

You are eligible to receive money if between January 1, 1999 and December 31, 2004 you purchased in Canada polyether polyols, MDI and/or TDI from any source and/or polyether polyol systems from the defendants.

HOW MUCH MONEY WILL I RECEIVE?

The settlement funds (plus costs awards and accrued interest and less approved fees and expenses) are available for distribution to eligible claimants.

Payments will be distributed on a proportional basis, based on the value of your claim relative to the value of all approved claims. The value of your claim for the purpose of determining your share of the settlement funds will be calculated based on: (a) the value of the Polyether Polyol Products you purchased; (b) your categorization as a Direct Purchaser, Distributor and/or Indirect Purchaser; (c) the type of Polyether Polyol Products you purchased; and (d) the date of purchase.

For more information, see the distribution protocol posted online at [claims admin website].

DO I NEED PROOF OF PURCHASE?

Where possible, you can rely on sales records provided by the defendants. If you did not purchase directly from a defendant or sales data is not available, you may be required to provide purchase records.

Please visit [claims admin website] for more information.

HOW DO I APPLY TO RECEIVE A PAYMENT?

Applications can be submitted online at [claims admin website]. If you do not have internet access, call the claims administrator at [1-800-XXX-XXXX].

It does not cost anything to apply to receive a payment. Counsel fees have been approved by the court and will be paid out of the settlement funds.

WHAT IS THE DEADLINE FOR APPLYING TO RECEIVE PAYMENTS?

Applications must be made no later than month, day, 2018.

WHEN WILL I RECEIVE MY MONEY?

Accurate processing takes time. Depending on the number of applications filed it could be up to one year before you receive compensation. Please check [claims admin website] for regular updates.

YOU ARE REPRESENTED BY:

SISKINDS

THE
LAW
FIRM

QUESTIONS? Visit [claims admin website];
email [claims admin email] or call [1-800-XXX-XXXX]

SCHEDULE “D”

DID YOU PURCHASE POLYETHER POLYOL PRODUCTS IN CANADA BETWEEN 1999 AND 2004?

IF SO, APPLY NOW TO RECEIVE MONEY FROM CLASS ACTION SETTLEMENTS.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.
THE DEADLINE TO APPLY TO RECEIVE A PAYMENT IS ●

This notice applies to: all persons in Canada who purchased polyether polyols, together with polyether polyol systems, monomeric or polymeric diphenylmethane diisocyanate ("MDI") and toluene Diisocyanate ("TDI") (collectively "Polyether Polyol Products") between January 1, 1999 and December 31, 2004, except the defendants and certain parties related to the defendants ("Settlement Class Members").

I. BACKGROUND

Class action lawsuits were commenced in Ontario and Quebec alleging that the defendants unlawfully conspired to fix prices for Polyether Polyol Products in Canada from January 1, 1999 to December 31, 2004.

The following entities were named as defendants in the class actions: BASF Canada, BASF Corporation, BASF A.G., Bayer Inc., Bayer A.G., Bayer Material Science LLC, Bayer Corporation, Dow Chemical Company, Dow Chemical Canada Inc., Huntsman International LLC, Lyondell Chemical Company, Rhodia, Rhodia Inc., and Rhodia Canada Inc.

The Ontario action was discontinued against the Rhodia defendants.

In March 2014, the Ontario action was certified against Dow Chemical Company and Dow Chemical Canada Inc. This means that the court found that the action could be properly pursued as a class action. Leave to appeal the certification decision was denied.

In light of the certification of a national class in Ontario, the Quebec action was discontinued.

II. COURT APPROVED SETTLEMENTS

Settlements have been reached with the following defendants:

Settling Defendant(s)	Settlement Amount
Bayer Inc., Bayer A.G., Bayer Material Science LLC (formerly known as Bayer Polymers LLC) and Bayer Corporation	CDN\$2,500,000
Lyondell Chemical Company	Up to \$35,000 towards Notice

Settling Defendant(s)	Settlement Amount
Huntsman International LLC	USD\$1,700,000
BASF Corporation	CDN\$2,000,000
BASF Canada	CDN\$2,000,000
Dow Chemical Company and Dow Chemical Canada Inc.	CDN\$5,080,000

All of these settlements have received court approval. The settling defendants do not admit any wrongdoing or liability.

The settlements resolve the class action in its entirety.

III. DISTRIBUTION OF THE SETTLEMENT FUNDS

A. Amount Available for Distribution

The settlements achieved in this litigation total approximately CDN \$13.3 million. The aggregate settlement funds, plus any costs awards and interest, and less court approved legal fees, disbursements, administration expenses, and applicable taxes, are available for compensation to eligible Settlement Class Members (“Net Settlement Amount”). The Net Settlement Amount equals approximately CDN \$● million.

The Ontario Court approved a protocol for distributing the Net Settlement Amount. A copy of the distribution protocol is available at ●[claims admin website].

B. Persons Eligible to Claim

Settlement Class Members are eligible to file a claim if they purchased any of the following products in Canada between January 1, 1999 and December 31, 2004:

(a) polyether polyols, MDI and/or TDI from any source; and/or

(b) polyether polyol systems from the defendants.

(collectively referred to as “Eligible Polyether Polyol Products”).

C. How Settlement Funds will be Distributed

The Net Settlement Amount will be distributed to eligible Settlement Class Members *pro rata* (proportionately) based on the value of the Settlement Class Member’s Notional Entitlement (calculated in accordance with section D below), as compared to the value of all qualifying Settlement Class Members’ Notional Entitlement. Because settlement benefits are being distributed *pro rata*, the amount payable to individual claimants will not be known until after the claims process is complete.

D. Calculation of Notional Entitlement

For the purpose of the distribution, a Settlement Class Member's Notional Entitlement will be calculated based on: (a) the value of the Settlement Class Member's Aggregate Purchases (defined below); (b) the categorization of the Settlement Class Member; (c) the type of Eligible Polyether Polyol Products purchased; and (d) the date of purchase.

(a) Value of the Aggregate Purchases

Aggregate Purchases means the aggregate amount paid by a Settlement Class Member for Eligible Polyether Polyol Products, less any taxes, delivery or shipping charges, rebates, or other form of discounts.

(b) The Categorization of the Settlement Class Member

Settlement Class Members will be categorized into one of three purchaser groups depending on the vendor of their purchased products and the purpose for which the products were purchased. The purchaser groups are as follows:

- Direct Purchaser: means a Settlement Class Member who purchased Eligible Polyether Polyol Products from a manufacturer for either (i) its own use and not for commercial resale; or (ii) inclusion in a product for commercial resale;
- Distributor: means a Settlement Class Member who purchased Eligible Polyether Polyol Products and resold those products without further processing and without including them in any product; or
- Indirect Purchaser: means a Settlement Class Member who purchased Eligible Polyether Polyol Products from a Distributor.

Settlement Class Members can fall within multiple purchaser groups.

For the purposes of calculating a Settlement Class Member's Notional Entitlement, the following values will be applied to account for the categorization of the Settlement Class Member:

- Aggregate Purchases made in the capacity of a Direct Purchaser will be valued at 100%;
- Aggregate Purchases made in the capacity of a Distributor will be valued at 25%; and
- Aggregate Purchases made in the capacity of an Indirect Purchaser will be valued at 75%.

(c) Type of Eligible Polyether Polyol Product

For the purposes of calculating a Settlement Class Member's Notional Entitlement, the following values will be applied to account for the type of Eligible Polyether Polyol Product:

- Aggregate Purchases attributable to purchases of MDI, TDI and/or polyether polyol will be valued at 100%; and
- Aggregate Purchases attributable to purchases of polyether polyol systems will be valued at 50%.

(d) Date of Purchase

For the purposes of calculating a Settlement Class Member's Notional Entitlement, the following values will be applied to account for the date of purchase:

- Aggregate Purchases made between January 1, 2002 and December 31, 2003 will be valued at 100%; and
- Aggregate Purchases made between January 1, 1999 to December 31, 2001 and January 1, 2004 to December 31, 2004 will be valued at 30%.

(e) Sample Calculations

Sample 1: If a Distributor purchased \$1,000,000 of MDI and TDI in 2001, its Notional Entitlement would be as follows:

$\$1,000,000$ (representing the Aggregate Purchases of MDI and TDI) \times 0.25 (representing the categorization of the purchaser as a Distributor) \times 1.0 (representing the type of product purchased) \times 0.3 (representing the timing of the purchase) = \$75,000

Sample 2: If an Indirect Purchaser purchased \$200,000 worth of polyol systems in 2002 and \$500,000 worth of polyether polyols in 2004, its Notional Entitlement would be calculated as follows:

$\$200,000$ (representing the Aggregate Purchases of polyol systems) \times 0.75 (representing the categorization of the purchaser as an Indirect Purchaser) \times 0.5 (representing the type of product purchased) \times 1.0 (representing the date of purchase) = \$75,000

plus

$\$500,000$ (representing the Aggregate Purchases of polyether polyols) \times 0.75 (representing the categorization of the purchaser as an Indirect Purchaser) \times 1.0 (representing the type of product purchased) \times 0.3 (representing the date of purchase) = \$ 112,500

These numbers do not reflect the actual amount to be paid to Settlement Class Members, but rather the value of their Notional Entitlement for the purpose of determining their *pro rata* share of the Net Settlement Amount.

(f) Minimum Payments

Notwithstanding the above, Settlement Class Members with valid claims will receive a minimum payment of \$20. The \$20 valuation target is not an estimate of any damages suffered. It is a minimum administrative threshold designed to maintain a feasible economic and administrative platform for the settlement distribution.

IV. APPLYING TO RECEIVE A PAYMENT

(a) Filing a claim

Settlement Class Members who wish to apply for compensation under the settlements must apply no later than ●[date]. Claims that are not made before the deadline may not be eligible for compensation. You can apply online to receive a payment at ●[claims admin website]. If you do not have internet access, but wish to apply to receive a payment, please contact the claims administrator at ●[number].

(b) Proof of Purchase

Where possible, Settlement Class Members will be able to rely on the defendants' sales records to establish their purchases. This information will be provided by email or letter from the claims administrator and will be pre-populated on the online claims portal. If a Settlement Class Member's claims are fully substantiated by the defendants' sales records, no further proof of purchase is required.

Where the defendants have not provided sales information in respect of a Settlement Class Member and/or the Settlement Class Member is claiming for purchases of Polyether Polyol Products in addition to those substantiated by the defendants' data, the Settlement Class Member must provide a declaration attesting to: (a) the type of Polyether Polyol Products purchased, (b) the value of the Polyether Polyol Products, (c) the time period in which the Polyether Polyol Products were purchased, and (d) whether the purchases were made in the capacity of a Direct Purchaser, Distributor and/or Indirect Purchaser.

Where a Settlement Class Member has purchase records for at least two years during the Class Period, the Settlement Class Member can use such records to extrapolate its purchases of Polyether Polyol Products for the remainder of the Class Period. Settlement Class Members may also be able to extrapolate their purchases of Polyether Polyol Products using sales data provided by the defendant Bayer (Bayer only provided sales data for part of the relevant period).

Claims that are fully substantiated by the defendants' sales information are not subject to audit. All other claims may be subject to an audit by the Claims Administrator. If a Settlement Class Member's claim is selected for audit, the Settlement Class Member will be required to

provide additional information or documents to substantiate their purchases. Details respecting the audit process are included in the Distribution Protocol found at ●[claims admin website].

V. CLAIMS ADMINISTRATOR

The courts have appointed RicePoint Administration Inc. (an independent third-party) to receive and review claims, make determinations in respect of direct payment benefits, and issue payments to eligible class members.

Questions regarding the claims process should be directed to RicePoint Administration Inc. at ● [number] or ● [email].

VI. CLASS COUNSEL & LEGAL FEES

The law firm of Siskinds LLP represents Settlement Class Members. Siskinds LLP can be reached by email at polyetherpolyols@siskinds.com, by telephone toll-free at 1-800-461-6166 ext. 2455, or by mail at 680 Waterloo St., London, ON N6A 3V8, Attn: Charles Wright.

You do not need to pay out-of-pocket for the lawyers working on the class action. The lawyers will be paid from the settlement funds in an amount approved by the courts.

VII. QUESTIONS ABOUT THE SETTLEMENTS

More information about the settlements, the distribution of the settlement funds and the claims process is available online at ●[claims admin website], by email at ●[email] or by calling toll-free ●[number].

VIII. INTERPRETATION

This notice contains a summary of some of the terms of the settlement agreements and the distribution protocol. If there is a conflict between the provisions of this notice and the settlement agreements (including the appendices) and/or the distribution protocol, the terms of the settlement agreements and/or distribution protocol shall prevail.

This notice has been approved by the Ontario Court.

SCHEDULE “E”

PLAN OF DISSEMINATION
NOTICE OF CLAIMS PROCESS IN THE POLYETHER POLYOL PRODUCTS CLASS
ACTION

The Notice of claims process shall be distributed in the following manner:

Publication Notice

1. Published once in the following newspapers, in either English or French, as is appropriate for each newspaper, subject to each having reasonable publication deadlines and costs:
 - (a) Globe and Mail (National Edition)
 - (b) The National Post
 - (c) Le Journal de Montréal
 - (d) Le Journal de Québec
 - (e) The Vancouver Sun
 - (f) The Calgary Herald

2. Published once in the following industry publications, subject to each having reasonable publication deadlines and costs, and subject to review by each publication. The notice will be published in either print or digital format, in either English or French, as is appropriate for each publication:
 - (a) Canadian Auto World
 - (b) PPC (Plomberie, Chauffage, et Climatisation) (HPAC)
 - (c) Construire
 - (d) Automotive News Canada
 - (e) Coverings Canada: Canada's Floorcovering Magazine
 - (f) Packaging Digest
 - (g) Construction Canada
 - (h) PLANT: Advancing Canadian Manufacturers
 - (i) SprayFoam Magazine
 - (j) TIAC Times (Thermal Insulation Association of Canada)
 - (k) CompositesWorld Magazine

Short-Form Notice

3. Within seven days of the first publication of the Publication Notice, the Short-Form Notice shall be sent by email or direct mail to:
 - (a) Persons in Canada who purchased Polyether Polyol Products in Canada during the relevant period, based on the available customer information provided by the settled defendants pursuant to the terms of their settlement agreements.
 - (b) The following industry associations requesting voluntary distribution to their membership:
 - (i) Polyurethane Manufacturers Association;
 - (ii) Canadian Urethane Foam Contractors Association;
 - (iii) Canadian Home Furnishing Alliance;
 - (iv) Quebec Furniture Manufacturers Association;
 - (v) Automotive Parts Manufacturers Association;
 - (vi) Association of Home Appliance Manufacturers Canada;
 - (vii) Canadian Construction Association;
 - (viii) PAC, Packaging Consortium; and
 - (ix) Canadian Textile Industry Association.
 - (c) Persons who inquired about the class action, to the extent that class counsel has their name and address information.

Where the person is located in Quebec, the notice shall be sent in English and French.

Long-Form Notice:

4. Posted in English and French on class counsel's website.

SCHEDULE “F”

POLYETHER POLYOL PRODUCTS PRICE-FIXING CLASS ACTION

CLAIM FORM

You should complete this Claim Form if you purchased Polyether Polyol Products in Canada during the period between January 1, 1999 and December 31, 2004.

All completed Claim Forms must be submitted to the Claims Administrator postmarked on or before [date], at the following address:

**Polyether Polyol Products Canadian Settlements
c/o RicePoint Administration Inc.
●[address]**

Instructions:

Please complete all applicable sections below. Please type or print in black or blue ink. Do not use red ink or pencil.

For the purposes of this Claim Form, the following definitions apply:

- *Defendants* means Bayer Inc., Bayer AG, Bayer Material Science LLC (formerly known as Bayer Polymers LLC), Bayer Corporation, Lyondell Chemical Company, Huntsman International LLC, BASF Corporation, BASF Canada Inc., Dow Chemical Company, and Dow Chemical Canada Inc.
- *Polyether Polyol Products* means:
 - polyether polyols, monomeric or polymeric diphenylmethane diisocyanate (“MDI”) and toluene Diisocyanate (“TDI”) purchased in Canada during the Class Period; and
 - polyether polyol systems purchased from the Defendants in Canada during the Class Period.
- *Settlement Class Member* means all persons who purchased Polyether Polyols Products between January 1, 1999 and December 31, 2004 except the following persons who are excluded: (a) the Defendants, Rhodia, Rhodia Inc., and Rhodia Canada Inc., and their respective parents, employees, subsidiaries, affiliates, officers and directors; and (b) persons who validly opted-out of the class action.

Please contact the Claims Administrator if you have questions regarding the Claims Form. You can also contact the Claims Administrator to receive further information about the settlements and the calculation of settlement benefits. The Claims Administrator is available by telephone, free of charge, at ●[number].

The Claims Administrator might contact you for additional information. Please keep copies of all relevant records.

[illegible][illegible][illegible]

Claims filed by a representative on behalf of the Settlement Class Member ☐ Not Applicable

Third-Party Company Name:

[illegible][illegible][illegible]

Prov.

Postal Code

[illegible]

Telephone Number

			-				-				
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Company Contact Name:

[illegible]

Company Contact Title:

[illegible]

Email Address:

[illegible]

The Settlement Class Member must complete the consent attached as Schedule "A" to this claim form.

PART II: PURCHASE INFORMATION

(A) Defendants' Sales Data

If you received a letter advising of your purchases from the Defendants, you may elect to rely on the information provided by the Defendants to establish your purchases of Polyether Polyol Products. Please select below which data, if any, you wish to rely on.

If you did **not** receive a letter with sales data, please proceed to section "(B) Other Purchases".

For Period January 1, 2002 to December 31, 2003:

- ☐ Use Bayer's Sales Data ☐ Use BASF Canada's Sales Data
☐ Use Huntsman's Sales Data ☐ Use Dow's Sales Data

For Period January 1, 1999 to December 31, 2001 and January 1, 2004 to December 31, 2004:

- Bayer Sales Data* ☐ Use BASF Canada's Sales Data
☐ Use Huntsman's Sales Data ☐ Use Dow's Sales Data

What percentage of these Polyether Polyol Products did you keep for your own use or for inclusion in a product for commercial resale? %

--	--	--

What percentage of these Polyether Polyol Products did you resell without further processing and without including them in any product? %

--	--	--

If you agree with the data and are not claim for additional purchases of Polyether Polyol Products, you can proceed to Section III.

If you do not agree with some or all of the data and/or are claim for additional purchases of Polyether Polyol Products, complete "(B) Other Purchases".

*Bayer did not provide sales data for this period of time. If you received sales data from the Bayer defendants for the 2002 to 2003 period, you can use that sales data to extrapolate your purchases for the remainder of the period from January 1, 1999 and December 31, 2004. To do so, please proceed to "(B) Other Purchases".

(B) Other Purchases

If you do **not** agree with some or all of the provided data and/or are claiming for additional purchases of Polyether Polyol Products, you must complete the remainder of this section. If your claim is chosen for audit, you will be required to provide proof of purchase.

Extrapolation: If you have purchase records for Polyether Polyol Products for at least two years during the period between January 1, 1999 and December 31, 2004, you may use such records to extrapolate purchases Polyether Polyol Products for the remainder of the period. Likewise, if you received sales data from the Bayer defendants for the 2002 to 2003 period (see part (A) above), you can use that information to extrapolate your purchases of Polyether Polyol Products for the remainder of the period between January 1, 1999 and December 31, 2004.

If your claim is audited you will be required to provide a sworn statement explaining the basis for and calculation of the extrapolation of purchases.

Please complete the below chart for the dollar value and currency of your aggregate purchases of Polyether Polyol Products during the period from January 1, 1999 and December 31, 2004. The purchase price is less any taxes, delivery or shipping charges, rebates or other form of discounts.

Time Period(s)	Purchases of MDI, TDI and/or polyether polyols	Purchases of polyether polyol systems
January 1, 2002 to December 31, 2003	\$ _____ <input type="radio"/> CDN <input type="radio"/> USD	\$ _____ <input type="radio"/> CDN <input type="radio"/> USD
January 1, 1999 to December 31, 2001 and January 1, 2004 to December 31, 2004	\$ _____ <input type="radio"/> CDN <input type="radio"/> USD	\$ _____ <input type="radio"/> CDN <input type="radio"/> USD

Please also complete the following questions:

What percentage of these Polyether Polyol Products did you keep for your own use or for inclusion in a product for commercial resale? %

What percentage of these Polyether Polyol Products did you resell without further processing and without including them in any product? %

What percentage of these Polyether Polyol Products did you purchase from a Distributor? %

PART III: RELEASE OF CLAIMS

I verify that I have ☐ / have not ☐ received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of my purchases of Polyether Polyol Products. If you have received compensation or released claims, please provide the details here:

Compensation: \$ _____

Details of Claims Released:

PART IV: DECLARATIONS

By signing this Claim Form:

- I understand that by submitting this claim I am authorizing the Claims Administrator to contact me or my representative as the Claims Administrator deems appropriate for more information and/or to audit this Claim.
- **I verify that all of the information in this Claim Form is true and correct and that I am authorized to sign on behalf of the Claimant.**

Executed this _____ day of _____ in _____.
(Month/Year) (City/Province/Country)

Signature

Name (Please Print)

Position/Title

Privacy Statement

All information provided as part of this Claim Form is collected, used, and retained by the Claims Administrator, Class Counsel and their agents pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5, for the purposes of administering the Polyether Polyol Products Canadian Price-Fixing Class Action, including evaluating your eligibility status under the settlement agreements reached with the Defendants and the distribution protocol approved by the Court. The information provided is strictly private and confidential and will not be disclosed without your express written consent, except in accordance with the settlement agreements, distribution protocol, and/or orders of the Court.

Reminder Checklist:

- Complete the relevant sections and sign the above declaration.
- Retain any proof of purchase documentation, if applicable.
- Keep a copy of your claim form and all supporting documentation for your records.
- If you move, please send the Claims Administrator your new address. Failure to notify the Claims Administrator of a new address may result in your settlement benefits not being paid to you.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

SCHEDULE "A"
CLAIMS FILED BY A REPRESENTATIVE ON BEHALF OF
THE SETTLEMENT CLASS MEMBER

This Schedule is to be completed only if the Claim is being submitted by a third-party on behalf of a Settlement Class Member (including a parent company claiming on behalf of a subsidiary or affiliate).

I, _____ [name of claimant]

authorize _____ [name of representative]

to file a Claim Form in the Polyether Polyol Products Canadian Price-Fixing Class Action on my behalf and to receive all communication relevant to my claim (including the cheque, if eligible for payment).

DATED at _____ [name of city], in the Province/State of _____, in the
Country of _____ this _____ day of _____, 2018.

Individual Claimant:

Witness:

Name:

Corporate Claimant:

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the
corporation.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at London

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Approval of Distribution Protocol
and Notice of Claims Process)

Siskinds ^{LLP}
Barristers & Solicitors
680 Waterloo Street
London, ON N6A 3V8

Linda Visser LSO #521581
Bridget Moran LSO #67366G
Tel: (519) 672-2121
Fax: (519) 672-6065

Lawyers for the Plaintiff