

**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON**

JOHN BYRNE, Individually and on
behalf of all others similarly situated,
Plaintiff,

v.

WESTPAC BANKING CORPORATION,
BRIAN CHARLES HARTZER, and PETER
FRANCIS KING,
Defendants.

Case No: 3:20-cv-00171-AC

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT;
(II) SETTLEMENT HEARING; AND (III) MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the District of Oregon (the “Court”), if, during the period between November 11, 2015 and November 19, 2019 (the “Settlement Class Period”), you purchased Westpac American Depositary Receipts (“Westpac Securities” or “Westpac ADRs”) on a U.S. exchange, including the NYSE, and were damaged thereby.¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff, Edward Davies, and named Plaintiff John Byrne (“Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in ¶ 19 below), have reached a proposed settlement of the Action for \$3,100,000 U.S. Dollars in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact Westpac, any other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 76 below).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendants Westpac Banking Corporation (“Westpac”), Brian Charles Hartzler (“Hartzler”) and Peter Francis King (“King”) (collectively, the “Defendants”)², violated the federal securities laws by making certain false and misleading statements. Defendants deny those claims. A more detailed description of the Action is set forth in paragraphs 11-18 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 19 below.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated October 6, 2020 (the “Stipulation”), which is available at www.strategicclaims.net.

² Defendants Hartzler and King are collectively referred to herein as the “Individual Defendants.”

2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for a settlement payment of \$3,100,000 U.S. Dollars in cash (the “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth on pages 10-14 below.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Plaintiffs’ damages expert’s estimates of the number of Westpac Securities purchased during the Settlement Class Period that may have been affected by the conduct at issue in the Action and assuming that all Settlement Class Members elect to participate in the Settlement, Plaintiffs’ estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) per eligible security is \$.11. Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, the number of Westpac Securities they purchased, when and at what prices they purchased or sold their Westpac Securities, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (*see* pages 10-14 below) or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys’ Fees and Expenses Sought:** Plaintiffs’ Counsel, which have been prosecuting the Action on a wholly contingent basis since its inception in 2020, have not received any payment of attorneys’ fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, the Rosen Law Firm, P.A., will apply to the Court for an award of attorneys’ fees for all Plaintiffs’ Counsel in an amount up to one-third (33^{1/3}%) of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$40,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Plaintiffs’ estimates of the average cost per affected share of Westpac Securities, if the Court approves Lead Counsel’s fee and expense application, is \$.04 per eligible security.

6. **Identification of Attorney Representatives:** Plaintiffs and the Settlement Class are represented by Sara Fuks, Esq. of Rosen Law Firm, P.A., 275 Madison Avenue, 40th Floor, New York, New York 10016, (212) 686-1060, info@rosenlegal.com.

7. **Reasons for the Settlement:** Plaintiffs’ principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the continuing cost and burden of, and business interruption associated with, further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN JANUARY 18, 2021.	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 28 below) that you have against Defendants and the other Defendant Releasees (defined in ¶ 29 below), so it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN MARCH 8, 2021.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendant Releasees concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN MARCH 30, 2021.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
GO TO A HEARING ON APRIL 20, 2021 AT 9:30 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN APRIL 6, 2021.	Filing a written Notice of intention to appear by April 6, 2021 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

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WHY DID I GET THE POSTCARD NOTICE?

8. The Court directed that the Postcard Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired Westpac Securities during the Settlement Class Period. The Court also directed that this Notice be posted online at www.strategicclaims.net and mailed to you upon request to the Claims Administrator. The Court has directed us to disseminate these notices because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See paragraph 67 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. This litigation stems from Westpac's announcement that the Australian Transaction Reports and Analysis Centre ("AUSTRAC") filed an enforcement action against it for allegedly violating anti-money laundering and counterterrorism financing ("AML/CTF") laws. In light of that action, Plaintiffs contend that, during the Settlement Class Period, Defendants made materially false and misleading statements about Westpac's policies concerning and compliance with AML/CTF laws.

12. On January 30, 2020, John Byrne filed a class action complaint (the "Complaint") in the United States District Court for the District of Oregon asserting claims against all Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder, and against the Individual Defendants under Section 20(a) of the Exchange Act. Among other things, the Complaint alleged that Defendants made materially false and misleading statements about Westpac's policies concerning and compliance with AML/CTF laws. The Complaint further alleged that the prices of Westpac's publicly-traded securities were artificially inflated as a result of Defendants' allegedly false and misleading statements, and allegedly declined when the truth was revealed. Defendants deny those allegations and claims.

13. By Order dated April 16, 2020, the Court appointed Edward Davies as Lead Plaintiff for the action and appointed the Rosen Law Firm, P.A. as Lead Counsel for the class.

14. On July 29, 2020, the Parties informed the Court of their intent to schedule a mediation to attempt to resolve the action and requested a 30-day extension to the case schedule, which the Court granted the next day.

15. On August 13, 2020, the Parties conducted lengthy discussions and arm's-length negotiations during the course of a mediation before mediator Mr. Jed Melnick, Esq. The mediation culminated in the Parties reaching an agreement in principle to settle the Action that was memorialized in a memorandum of understanding (the "MOU") executed on August 14, 2020. The MOU sets forth, among other things, the Parties' agreement to settle all Released Claims in return for a cash payment by Westpac on behalf of Defendants of \$3,100,000 U.S. Dollars for the benefit of the Settlement Class.

16. Based on the investigation of the case and Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation after considering, among other things, (a) the substantial financial benefit that Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

17. Defendants are entering into the Stipulation solely to avoid the continuing cost and burden of, and business interruption associated with, the Action. Each of the Defendants has denied and continues to deny each and every allegation of any wrongdoing that has or could have been asserted by or on behalf of Plaintiff Releasors, and the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants, or any other of the Defendant Releasees (defined in ¶ 29 below), with respect to any factual or legal assertion, claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted in this Action. Defendants further deny they have violated the U.S. federal securities laws, or any other laws of any jurisdiction or have otherwise misled investors, and maintain that they have meritorious defenses to all claims alleged in this Action. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

18. On October 19, 2020, the Court preliminarily approved the Settlement, authorized the Postcard Notice to be mailed to potential Settlement Class Members and this Notice to be posted online and mailed to potential Settlement Class Members upon request, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

19. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

All persons who purchased Westpac Securities publicity traded on a U.S. exchange, including the NYSE, during the Settlement Class Period and were damaged thereby. Excluded from the Settlement Class are: (i) the Defendants; (ii) members of the Immediate Family of each of the Individual Defendants; (iii) any entity in which any Defendant has a controlling interest; (iv) the officers and directors of Westpac during the Settlement Class Period; and (v) the legal representatives, heirs, successors or assigns of any such excluded party. Also excluded from the Settlement Class are any persons and entities who or which exclude themselves by submitting a request for exclusion in accordance with the requirements set forth in this Notice. See “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself,” on page 14 below.

PLEASE NOTE: RECEIPT OF THE POSTCARD NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available online at www.strategicclaims.net or which can be mailed to you upon request to the Claims Administrator, and the required supporting documentation as set forth therein, postmarked no later than January 18, 2021.

WHAT ARE LEAD PLAINTIFFS’ REASONS FOR THE SETTLEMENT?

20. Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against the Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. Plaintiffs and Lead Counsel recognized that Defendants had numerous avenues of attack that could preclude a recovery. For example, Defendants would assert that their statements were not materially false and misleading, and that even if the statements were, they were not made with the requisite state of mind to support the securities fraud claim alleged. Even if the hurdles to establishing liability were overcome, the amount of damages that could be attributed to the allegedly false statements would be hotly contested. Plaintiffs would have to prevail at several stages – motion to dismiss, motions for summary judgment, trial, and, if they prevailed on those, on the appeals that would likely follow. Thus, there were very significant risks attendant to the continued prosecution of the Action.

21. In light of these risks, the amount of the Settlement and the immediacy of recovery to the Settlement Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$3,100,000 U.S. Dollars in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller recovery, or no recovery at all, after summary judgment, trial and appeals, possibly years in the future.

22. Defendants have denied and continue to deny each and every claim asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to avoid the continuing cost and burden of, and expense associated with, continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

23. If there were no Settlement, and Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

24. As a Settlement Class Member, you are represented by Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don’t Like The Settlement?,” on page 15 below.

25. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” on page 14 below.

26. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don’t Like The Settlement?,” below.

27. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, and each and all of their respective past, present or future families, parent entities, associates, affiliates or subsidiaries and each and all of their respective past, present or future officers directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, agents, insurers, co-insurers and reinsurers, heirs, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors and assigns (“Plaintiff Releasees”), will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 28 below) against the Defendants and the other Defendant Releasees (as defined in ¶ 29 below), and shall forever be barred and enjoined without the necessity of posting a bond from commencing or prosecuting any action or proceeding asserting any or all of the Released Plaintiffs’ Claims against any of the Defendant Releasees.

28. “Released Plaintiffs’ Claims” means any and all claims (including any claim that the Stipulation was fraudulently induced) debts, demands, rights, actions, suits, causes of action or liabilities whatsoever (including but not limited to, any and all claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expense or liability whatsoever), known or unknown, including any other current proceedings and future claims, whether based on federal, state, local, statutory or common law or any other law, rule or regulation (whether foreign or domestic), whether class or individual in nature, including both known claims and Unknown Claims that were or could have been asserted by Plaintiffs or members of the Settlement Class

relating to the purchase, sale or other acquisition of Westpac Securities during the Settlement Class Period and which in any way arise from or concern the facts, matters, allegations, transactions, events, disclosures statements, acts or omissions which have been or could have been asserted by or on behalf of Plaintiffs or any member of the Settlement Class in any forum, whether individual, class, representative, legal, equitable or any other type in any other capacity against Defendants and Defendant Releasees. Released Plaintiffs' Claims do not include any claims relating to the enforcement of the Settlement or any claims of any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

29. "Defendant Releasees" means each and all of the Defendants and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, agents, insurers, co-insurers and reinsurers, heirs, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors and assigns, each and all of Defendants' respective past, present or future families, parent entities, associates, affiliates or subsidiaries, and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, agents, insurers, co-insurers and reinsurers, heirs, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors and assigns.

30. "Unknown Claims" means any Released Plaintiffs' Claims which any Plaintiff Releasor does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant Releasor does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the Plaintiff Releasors and each of the other Defendant Releasors shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiff Releasors may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Plaintiffs' Claims, but each of them hereby stipulates and agrees that Plaintiff Releasors shall be deemed to settle and release, and upon the Effective Date and by operation of the Judgment or Alternate Judgment shall have settled and released, fully, finally, and forever, any and all Released Plaintiffs' Claims against Defendants, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or which heretofore existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent or intentional and with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Similarly, Defendant Releasors may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of Released Defendants' Claims, but each of them hereby stipulates and agrees that Defendant Releasors shall be deemed upon the Effective Date and by operation of the Judgment or Alternate Judgment, to have fully, finally, and forever settled and released any and all Released Defendants' Claims against Plaintiffs, known or unknown, suspected or unsuspected contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited

to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and each of the other Plaintiff Releasors and each of the other Defendant Releasors shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

31. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such (“Defendant Releasors”), shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants’ Claim (as defined in ¶ 32 below) as against Plaintiffs and the other Plaintiff Releasees (as defined in ¶ 33 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants’ Claims against any of the Plaintiff Releasees.

32. “Released Defendants’ Claims” means all claims and causes of action of every nature and description whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, whether class or individual in nature, by Defendants or any Defendant Releasees, which arise out of, are based upon, or relate in any way to the institution, prosecution or settlement of claims against Defendants in the Action.

33. “Plaintiff Releasees” means Plaintiffs, Lead Counsel, all Settlement Class Members, and their respective past, present or future families, parent entities, associates, affiliates or subsidiaries, and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, agents, insurers, co-insurers and reinsurers, heirs, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors and assigns.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

34. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation, **postmarked no later than January 18, 2021**, to the Claims Administrator at the following address: *In re Westpac Class Action Litigation*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media, PA 19063; fax: (610) 565-7985; info@strategicclaims.net. A Claim Form is available on the website maintained by the Claims Administrator for the Settlement, www.strategicclaims.net, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-866-274-4004. Please retain all records of your ownership of and transactions in Westpac Securities, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

35. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

36. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid three million one hundred thousand U. S. Dollars (\$3,100,000) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the

Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve ("Authorized Claimants").

37. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

38. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation.

39. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

40. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked on or before January 18, 2021 shall be fully and forever barred from receiving payments pursuant to the Settlement, but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 28 above) against the Defendant Releasees (as defined in ¶ 29 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Defendant Releasees whether or not such Settlement Class Member submits a Claim Form.

41. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in Westpac Securities held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those Westpac Securities that they purchased or acquired outside of the ERISA Plan. Claims based on any ERISA Plan's purchases or acquisitions of Westpac Securities during the Settlement Class Period may be made by the plan's trustees. To the extent any of the Defendants or any of the other persons or entities excluded from the Settlement Class are participants in the ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

42. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

43. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

44. Only Settlement Class Members, *i.e.*, persons and entities who purchased Westpac Securities during the Settlement Class Period and were damaged as a result of such purchases will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only securities that are included in the Settlement are Westpac ADRs traded on a U.S. Exchange, including the NYSE.

PROPOSED PLAN OF ALLOCATION

45. The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to

Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

46. The Plan of Allocation generally measures the amount of loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the cash in the Net Settlement Fund to Authorized Claimants. The Plan of Allocation is not a formal damage analysis. Recognized Loss Amounts are based primarily on the price declines observed over the period which Plaintiffs allege corrective information was entering the market place. In this case, Lead Plaintiffs allege that Defendants made false statements and omitted material facts from November 11, 2015 through and including November 19, 2019, which had the alleged effect of artificially inflating the prices of Westpac ADRs.

47. In order to have recoverable damages, disclosure of the alleged misrepresentations must be the cause of the decline in the price of Westpac ADRs. The alleged corrective disclosure that removed the alleged artificial inflation from the price of Westpac ADRs occurred on November 19, 2019. Accordingly, in order to have a Recognized Loss:

Westpac ADRs purchased from November 11, 2015 through and including November 19, 2019 must have been held through the close of trading on November 19, 2019, the day of the corrective disclosure, and must have suffered a loss.

48. To the extent a Claimant does not satisfy the conditions set forth in the preceding paragraph, his, her or its Recognized Loss for those transactions will be zero.

THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS

49. Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. Recognized Losses will be calculated as follows:

- I) For Westpac ADRs purchased between November 11, 2015 and November 19, 2019, inclusive, the Recognized Loss shall be calculated as follows:
 - A. For ADRs retained at the end of trading on February 14, 2020, the Recognized Loss shall be the lesser of:
 - (i) \$.80 per share; or
 - (ii) the difference between the purchase price per share and \$16.81 per share³.
 - B. For ADRs sold on or before November 19, 2019, the Recognized Loss per share shall be \$0.
 - C. For ADRs sold between November 20, 2019 and February 14, 2020, inclusive, the Recognized Loss shall be the lesser of:
 - (i) \$.80 per share; or
 - (ii) the difference between the purchase price per share and the average closing price per share as of date of sale provided in table A.

³Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated.” \$16.81 per share was the mean (average) daily closing trading price of the Company’s common shares during the 90-day period beginning on November 20, 2019 and ending on February 14, 2020.

Table A						
<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>		<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>
11/20/2019	\$17.15	\$17.15		1/6/2020	\$16.89	\$16.70
11/21/2019	\$16.91	\$17.03		1/7/2020	\$16.83	\$16.70
11/22/2019	\$16.67	\$16.91		1/8/2020	\$16.88	\$16.71
11/25/2019	\$16.67	\$16.85		1/9/2020	\$16.79	\$16.71
11/26/2019	\$16.60	\$16.80		1/10/2020	\$16.84	\$16.72
11/27/2019	\$16.67	\$16.78		1/13/2020	\$17.00	\$16.72
11/29/2019	\$16.57	\$16.75		1/14/2020	\$16.94	\$16.73
12/2/2019	\$16.49	\$16.72		1/15/2020	\$17.05	\$16.74
12/3/2019	\$16.45	\$16.69		1/16/2020	\$17.24	\$16.75
12/4/2019	\$16.49	\$16.67		1/17/2020	\$17.24	\$16.76
12/5/2019	\$16.52	\$16.65		1/21/2020	\$17.11	\$16.77
12/6/2019	\$16.61	\$16.65		1/22/2020	\$17.16	\$16.78
12/9/2019	\$16.50	\$16.64		1/23/2020	\$17.15	\$16.79
12/10/2019	\$16.40	\$16.62		1/24/2020	\$17.07	\$16.80
12/11/2019	\$16.54	\$16.62		1/27/2020	\$16.78	\$16.80
12/12/2019	\$16.54	\$16.61		1/28/2020	\$17.04	\$16.80
12/13/2019	\$16.81	\$16.62		1/29/2020	\$17.00	\$16.80
12/16/2019	\$16.81	\$16.63		1/30/2020	\$17.10	\$16.81
12/17/2019	\$16.73	\$16.64		1/31/2020	\$16.63	\$16.81
12/18/2019	\$16.66	\$16.64		2/3/2020	\$16.47	\$16.80
12/19/2019	\$16.69	\$16.64		2/4/2020	\$16.81	\$16.80
12/20/2019	\$16.66	\$16.64		2/5/2020	\$16.81	\$16.80
12/23/2019	\$16.67	\$16.64		2/6/2020	\$16.89	\$16.80
12/24/2019	\$16.67	\$16.65		2/7/2020	\$16.68	\$16.80
12/26/2019	\$16.77	\$16.65		2/10/2020	\$16.74	\$16.80
12/27/2019	\$16.83	\$16.66		2/11/2020	\$16.82	\$16.80
12/30/2019	\$16.85	\$16.66		2/12/2020	\$17.04	\$16.80
12/31/2019	\$16.98	\$16.68		2/13/2020	\$17.03	\$16.81
1/2/2020	\$16.98	\$16.69		2/14/2020	\$17.19	\$16.81
1/3/2020	\$16.92	\$16.69				

ADDITIONAL PROVISIONS

50. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount is \$10.00 or greater.

51. If a Settlement Class Member has more than one purchase or sale of Westpac ADRs, all purchases/acquisitions and sales of common shares shall be matched on a First In, First Out (“FIFO”) basis. Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period.

52. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Loss. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Loss divided by the total Recognized Losses of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant.

53. Purchases and sales of Westpac ADRs shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Westpac ADRs during the Settlement Class Period shall not be deemed a purchase, acquisition or sale of Westpac ADRs for the calculation of an Authorized Claimant’s Recognized Loss, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase of any Westpac ADRs unless (i) the donor or decedent purchased or otherwise acquired such Westpac ADRs during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Westpac ADRs; and (iii) it is specifically so provided in the instrument of gift or assignment.

54. The date of covering a “short sale” is deemed to be the date of purchase of the Westpac ADRs. The date of a “short sale” is deemed to be the date of sale of the Westpac ADRs. Under the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a Claimant has an opening short position in Westpac, the earliest Settlement Class Period purchases or acquisitions of those shares shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

55. Option contracts are not securities eligible to participate in the Settlement. With respect to Westpac ADRs purchased or sold through the exercise of an option, the purchase/sale date of the Westpac ADRs is the exercise date of the option and the purchase/sale price of the Westpac ADRs is the exercise price of the option.

56. To the extent a Claimant had a market gain with respect to his, her, or its overall transactions in Westpac ADRs during the Settlement Class Period, the value of the Claimant’s Recognized Loss shall be zero. Such Claimants shall in any event be bound by the Settlement. To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in Westpac ADRs during the Settlement Class Period, but that market loss was less than the total Recognized Loss calculated above, then the Claimant’s Recognized Loss shall be limited to the amount of the actual market loss.

57. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in Westpac ADRs during the Settlement Class Period or suffered a market loss, the Claims Administrator shall determine the difference between (i) the Total Purchase Amount⁴ and (ii) the sum of the Total Sales Proceeds⁵ and Total Holding Value.⁶ This difference shall be deemed a Claimant’s market gain or loss with respect to his, her, or its overall transactions in Westpac ADRs during the Settlement Class Period.

58. After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any

⁴ The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for all Westpac ADRs purchased during the Settlement Class Period.

⁵ The Claims Administrator shall match any sales of Westpac ADRs during the Settlement Class Period, first against the Claimant’s opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Westpac ADRS sold during the Settlement Class Period shall be the “Total Sales Proceeds.”

⁶ The Claims Administrator shall ascribe a holding value Westpac ADRs stock purchased during the Settlement Class Period and still held as of the open of trading on November 20, 2019. The total calculated holding values for all Westpac ADRs shall be the Claimant’s “Total Holding Value.”

monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel.

59. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages expert, Defendants, Defendants' Counsel, or any of the other Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, Defendants and their respective counsel, and all other Defendant Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

60. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Plaintiffs after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, www.strategicclaims.net.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

61. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount up to 33^{1/3}% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for reimbursement of Litigation Expenses in an amount not to exceed \$40,000 U.S. Dollars, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?**

62. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to *In re Westpac Class Action Litigation*—EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media, PA 19063. The exclusion request must be *received* no later than March 8, 2021. You will not be able to exclude yourself from the Settlement Class

after that date. Each Request for Exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (b) state that such person or entity “requests exclusion from the Settlement Class in *In re Westpac Class Action Litigation*, Case No. 3:20-cv-00171-AC”; (c) identify and state the number of each Westpac Security (in terms of ADRs) that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period (*i.e.*, between November 11, 2015 and November 19, 2019, inclusive), as well as the dates and prices of each such purchase and sale; (d) identify and state the number of each Westpac Security (in terms of ADRs) that the person or entity requesting exclusion held at the beginning of the Settlement Class Period; (e) identify and state the aggregate number of Westpac Securities (in terms of ADRs) that the person or entity requesting exclusion purchased/acquired during the Settlement Class Period and held as of November 19, 2019; and (f) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

63. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs’ Claim against any of the Defendant Releasees.

64. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

65. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiffs and Defendants.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?

66. Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

67. The Settlement Hearing will be held on April 20, 2021 at 9:30 a.m., before the Honorable John Acosta at the United States District Court for the District of Oregon, Courtroom 1127 of the Mark O. Hatfield United States Courthouse, 1000 S.W. Third Avenue, Portland, Oregon 97204. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

68. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk’s Office at the United States District Court for the District of Oregon at the address set forth below on or before March 30, 2021. You must also serve the papers on Lead Counsel and on Defendants’ Counsel at the addresses set forth below so that the papers are *received on or before March 30, 2021*.

<u>Clerk's Office</u>	<u>Lead Counsel</u>	<u>Defendants' Counsel</u>
United States District Court District of Oregon Clerk of the Court United States Courthouse 1000 S.W. Third Avenue Portland, Oregon 97204	The Rosen Law Firm, P.A. Sara Fuks, Esq. 275 Madison Avenue, 40 th Floor New York, NY 10016	Cravath, Swaine & Moore LLP Timothy Cameron, Esq. 825 8 th Avenue New York, NY 10019 Jones Day Robert Micheletto, Esq. 250 Vesey street New York, NY 10281

69. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; (c) must include documents sufficient to prove membership in the Settlement Class, including the number of each Westpac Security that the objecting Settlement Class Member purchased and/or sold during the Settlement Class Period (*i.e.*, between November 11, 2015 and November 19, 2019, inclusive), as well as the dates and prices of each such purchase and sale; and (d) identify any class action (by case name, case number and court) in which the objector has filed an objection to a settlement in the past five years, and the nature of each such objection. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

70. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

71. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is **received on or before April 6, 2021**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

72. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel **March 30, 2021**

73. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

74. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE’S BEHALF?

75. If you purchased Westpac Securities between November 11, 2015 and November 19, 2019, inclusive, for the beneficial interest of persons or organizations other than yourself, you must either: (a) within seven (7) calendar days of receipt of the Postcard Notice, request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; (b) request an electronic copy of the Summary Notice and email the Summary Notice in electronic format to each beneficial owner for whom they are nominee or custodian within seven (7) calendar days after receipt thereof; or (c) within seven (7) calendar days of receipt of the Postcard Notice, provide a list of the names, addresses, and email addresses (to the extent known) of all such beneficial owners to *In re Westpac Class Action Litigation*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media, PA 19063; Fax: (610) 565-7985; info@strategicclaims.net. If you choose option (c), the Claims Administrator will email a copy of the Summary Notice, if an email is available, or mail a copy of the Postcard Notice, where no email is available, to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, up to a maximum of \$0.05 plus postage at the current pre-sort rate used by the Claims Administrator per Postcard Notice actually mailed, \$0.05 per Summary Notice emailed, or \$0.05 per name and address provided to the Claims Administrator, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the Court. Copies of this Notice and the Claim Form may be obtained from the website maintained by the Claims Administrator, www.strategicclaims.net, or by calling the Claims Administrator toll-free at 1-866-274-4004.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

76. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the District of Oregon, United States Courthouse, 1000 S.W. Third Avenue, Portland, Oregon 97204. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.strategicclaims.net.

All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Lead Counsel at:

<p><i>In re Westpac Class Action Litigation</i> c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Suite 205 Media, PA 19063 (866) 274-4004 info@strategicclaims.net</p>	<p>and/or</p>	<p>Sara Fuks, Esq. ROSEN LAW FIRM, P.A. 275 Madison Avenue, 40th Floor New York, NY 10016 (212) 686-1060 info@rosenlegal.com</p>
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DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: October 19, 2020

By Order of the Court
United States District Court
District of Oregon

**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON**

JOHN BYRNE, Individually and on
behalf of all others similarly situated,
Plaintiff,

Case No: 3:20-cv-00171-AC

v.

WESTPAC BANKING CORPORATION, BRIAN
CHARLES HARTZER, and PETER FRANCIS
KING,
Defendants.

PROOF OF CLAIM AND RELEASE

Deadline for Submission: January 18, 2021

IF YOU PURCHASED WESTPAC BANKING CORP. (“WESTPAC”) SECURITIES ON A U.S. EXCHANGE KNOWN AS AMERICAN DEPOSITARY RECEIPTS (“ADRs”) BETWEEN NOVEMBER 11, 2015 AND NOVEMBER 19, 2019, INCLUSIVE, AND WERE DAMAGED THEREBY, YOU MAY BE A SETTLEMENT CLASS MEMBER AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the action entitled *Byrne v. Westpac Banking Corp., et al.*, No. 3:20-cv-00171-AC (the “Action”), you must complete and, on page 23 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. YOU MUST EITHER COMPLETE THE ONLINE VERSION OF THIS CLAIM FORM, AVAILABLE AT **WWW.STRATEGICCLAIMS.NET**, OR EMAIL OR MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JANUARY 18, 2021, ADDRESSED AS FOLLOWS TO THE CLAIMS ADMINISTRATOR:

In re Westpac Class Action Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Suite 205
Media, PA 19063
Fax: (610) 565-7985

-or-

Email: info@strategicclaims.net

If you are NOT a member of the Class (as defined in the Postcard Notice or Notice of (i) Pendency of Class Action and Proposed Settlement; (ii) Settlement Hearing; and (iii) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses (the “Notice”), DO NOT submit a Proof of Claim and Release form.

4. If you are a member of the Class and you do not timely request exclusion in connection with the proposed Settlement, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

5. PLEASE NOTE: As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant

calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

II. CLAIMANT IDENTIFICATION

Use Part I of this form entitled “Claimant Identification” to identify the beneficial purchaser of the Westpac ADRs which forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S), OF SHARES OF ADRS UPON WHICH THIS CLAIM IS BASED.**

All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them, and their authority must accompany this claim, and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

If you are acting in a representative capacity on behalf of a Settlement Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement website at www.strategicclaims.net, or you may email the Claims Administrator’s electronic filing department at efile@strategicclaims.net. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to that effect after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at efile@strategicclaims.net to inquire about your file and confirm it was received and acceptable.

IMPORTANT: PLEASE NOTE THAT YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL, WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL-FREE AT (866)-274-4004.

III. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in Westpac ADRs” to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of Westpac ADRs. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to *all* of your purchases and acquisitions and *all* of your sales of Westpac ADRs between November 11, 2015 and February 14, 2020, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to *all* of the Westpac ADRs you held at the close of trading on February 14, 2020. Failure to report all such transactions may result in the rejection of your claim.

List these transactions separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of Westpac ADRs. The date of a “short sale” is deemed to be the date of sale of Westpac ADRs.

Copies of stockbroker confirmation slips, stockbroker statements, or other documents evidencing your transactions in Westpac ADRs should be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

UNITED STATES DISTRICT COURT
 DISTRICT OF OREGON
Byrne v. Westpac Banking Corp. et al.
 Case No. 3:20-cv-00171-AC

PROOF OF CLAIM AND RELEASE

Must Be Emailed or Postmarked No Later Than: January 18, 2021

Please Type or Print in Blue or Black Ink

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner’s Name (First, Middle, Last):		
Address:		
City:	State:	ZIP:
Foreign Province:	Foreign Country:	
Day Phone:	Evening Phone:	
Email:		
Last Four Digits of Social Security Number (for individuals):	OR	Last Four Digits of Taxpayer Identification Number (for estates, trusts, corporations, etc.):

PART II: SCHEDULE OF TRANSACTIONS IN WESTPAC ADRs

Please be sure to include proper documentation with your Claim Form as described in detail in III – Claim Form, above. Do not include information regarding securities other than Westpac.

1. HOLDINGS AS OF NOVEMBER 11, 2015 – State the total number of Westpac ADRs held as of the opening of trading on November 11, 2015 (Must be documented.) If none, write “zero” or “0.” _____	Confirm Proof of Position Enclosed <input type="radio"/>			
2. PURCHASES/ACQUISITIONS FROM NOVEMBER 11, 2015 THROUGH FEBRUARY 14, 2020 – Separately list each and every purchase/acquisition (including free receipts) of Westpac ADRs from after the opening of trading on November 11, 2015 through and including the close of trading on February 14, 2020. (Must be documented.)				
Date of Purchase/Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/ Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase Enclosed
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>

3. SALES FROM NOVEMBER 11, 2015 THROUGH FEBRUARY 14, 2020 – Separately list each and every sale/disposition (including free deliveries) of Westpac ADRs from after the opening of trading on November 11, 2015 through and including the close of trading on February 14, 2020. (Must be documented.)				IF NONE, CHECK HERE <input type="radio"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
4. HOLDINGS AS OF FEBRUARY 14, 2020 – State the total number of shares of Westpac ADRs held as of the close of trading on February 14, 2020. (Must be documented.) If none, write “zero” or “0.” _____				Confirm Proof of Position Enclosed <input type="radio"/>
IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER’S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX				<input type="checkbox"/>

YOU MUST READ AND SIGN THE RELEASE ON PAGE 23. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR REJECTION OF YOUR CLAIM.

PART III: RELEASE OF CLAIMS AND SIGNATURE

I. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement, dated October 6, 2020 (“Stipulation”), described in the Postcard Notice and the detailed Notice.⁷ I (We) also submit to the jurisdiction of the United States District Court for the District of Oregon with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the same purchases of Westpac ADRs and know of no other person having done so on my (our) behalf.

II. RELEASE

1. Upon the Effective Date of the Settlement, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Plaintiffs’ Claims (defined below), including Unknown Claims (defined below), each and all of the Defendant Releasees (defined below) as provided in the Stipulation, parts of which are set forth in Paragraphs 2-5 below.

2. “Defendant Releasees” means each and all of the Defendants, and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, agents, insurers, co-insurers and reinsurers, heirs, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors and assigns, and each and all of Defendants’ respective past, present or future families, parent entities, associates, affiliates or subsidiaries, and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, advisors, consultants,

⁷ All capitalized terms used in this Proof of Claim and Release that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation, which is available at www.strategicclaims.net.

accountants, investment bankers, commercial bankers, trustees, engineers, agents, insurers, co-insurers and reinsurers, heirs, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors and assigns.

3. “Defendants” means Westpac and the Individual Defendants: Brian Charles Hartzler and Peter Francis King

4. “Released Plaintiffs’ Claims” means any and all claims (including any claim that the Stipulation was fraudulently induced) debts, demands, rights, actions, suits, causes of action or liabilities whatsoever (including, but not limited to, any and all claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expense or liability whatsoever), known or unknown, including any other current proceedings and future claims, whether based on federal, state, local, statutory or common law or any other law, rule or regulation (whether foreign or domestic), whether class or individual in nature, (including both known claims and Unknown Claims) that were or could have been asserted by Plaintiffs or members of the Settlement Class related to the purchase, sale or other acquisition of Westpac Securities during the Settlement Class Period and which in any way arise from or concern the facts, matters, allegations, transactions, events, disclosures, statements, acts or omissions which have been or could have been asserted by or on behalf of Plaintiffs or any member of the Settlement Class in any forum, whether individual, class, representative, legal, equitable or any other type in any other capacity against Defendants and Defendant Releasees. Released Plaintiffs’ Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

5. “Unknown Claims” means any Released Plaintiffs’ Claims which any Plaintiff Releasor does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant Releasor does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the Plaintiff Releasors and each of the other Defendants’ Releasors shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. Plaintiff Releasors may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Plaintiffs’ Claims, but each of them hereby stipulates and agrees that Plaintiff Releasors shall be deemed to settle and release, and upon the Effective Date and by operation of the Judgment or Alternate Judgment shall have settled and released, fully, finally, and forever, any and all Released Plaintiffs’ Claims against Defendants, known or unknown, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, which now exist, or which heretofore existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent or intentional and with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Similarly, Defendant Releasors may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of Released Defendants’ Claims, but each of them hereby stipulates and agrees that Defendant Releasors shall be deemed upon the Effective Date and by operation of the Judgment or Alternate Judgment, to have fully, finally, and forever settled and released any and all Released Defendants’ Claims against Plaintiffs, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited

to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and each of the other Plaintiff Releasors and each of the other Defendant Releasors shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases and sales of Westpac ADRs between November 11, 2015 and February 14, 2020, and the number of shares of Westpac ADRs held by me (us) at the close of trading on February 14, 2020.

9. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

10. I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____
(Month/Year)

in _____,
(City) (State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer,
Executor or Administrator)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer,
Executor or Administrator)

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

In re Westpac Class Action Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
Media, PA 19063

IMPORTANT LEGAL NOTICE – PLEASE FORWARD

Reminder Checklist:

1. Please sign and date the above release and declaration. If this Proof of Claim and Release is submitted on behalf of joint claimants, then both claimants must sign.
2. Remember to attach supporting documentation.
3. DO NOT send original stock certificates.
4. Keep a copy of everything you submit for your records, including your Proof of Claim and Release form.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll-free at (866) 274-4004.
6. If you move after submitting this Proof of Claim and Release, please notify the Claims Administrator of the change in your address.

THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE AT WWW.STRATEGICCLAIMS.NET, OR VIA EMAIL OR POSTMARKED NO LATER THAN JANUARY 18, 2021, ADDRESSED AS FOLLOWS:

In re Westpac Class Action Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Suite 205
Media, PA 19063
Tel.: (866) 274-4004
Fax: (610) 565-7985

-or-

Email: info@strategicclaims.net