

EXHIBIT I

**STIPULATION AND AGREEMENT OF SETTLEMENT BY AND
AMONG PLAINTIFFS, THE LIFETRADE FUNDS, AND EQUITY TRUST**

**STIPULATION AND AGREEMENT OF SETTLEMENT BY AND
AMONG PLAINTIFFS, THE LIFETRADE FUNDS, AND EQUITY TRUST**

This Stipulation and Agreement of Settlement (the “Settlement”) is made and entered into by and among: (i) all plaintiffs individually named in this consolidated action and each of the constituent actions consolidated hereunder for pretrial purposes, on behalf of themselves (“Plaintiffs”); (ii) Plaintiffs Hugo Leonardo Carlini, Martin Ricardo Miranda, Carlos Alberto Wehbi, Carlos Adrian Ferreti and Daniel Ergasto Gomez Cusco as representatives of the Class (hereinafter defined); (iii) Plaintiffs Hugo Leonardo Carlini, Martin Ricardo Miranda, Miguel Fernandez Moores, and Carlos Alberto Wehbi, derivatively on behalf of The Lifetrade Fund B.V., LTrade Plus Ltd. and LTrade Fixed Capital (BVI) Ltd. (collectively, the “Lifetrade Funds”); and (iv) Defendant TMF Curaçao N.V. (“Equity Trust”). Plaintiffs, the Class, the Lifetrade Funds and Equity Trust may be referred to herein as the “Settling Parties.”

This Settlement sets forth the terms and conditions for resolving all claims asserted against Equity Trust in the consolidated actions captioned *In re Lifetrade Litigation*, Master File No. 1:17-cv-02987-JPO-KHP, pending in the United States District Court for the Southern District of New York (the “Consolidated Actions”).¹

This Settlement is intended by the Settling Parties to fully, finally and forever compromise, resolve, discharge and settle the Released Claims (as defined in Paragraph 1 below)

¹ For the avoidance of doubt, the Consolidated Actions include the following cases filed in the United States District Court for the Southern District of New York: (i) *Aviles v. S&P Global, Inc.*, Case No. 1:17-cv-02987-JPO-KHP (the “*Aviles* Action”); (ii) *Benedetto v. ATC Realty Fifteen, Inc.*, Case No. 1:17-cv-06087-JPO-KHP (the “*Benedetto* Action”); (iii) *Acebedo v. ATC Realty Fifteen, Inc.*, Case No. 1:17-cv-07034-JPO-KHP (the “*Acebedo* Action”); (iv) *Alvarez v. ATC Realty Fifteen, Inc.*, Case No. 1:18-cv-00128-JPO-KHP (the “*Alvarez* Action”); and (v) *Areco v. ATC Realty Fifteen, Inc.*, Case No. 1:18-cv-02416-JPO-KHP (the “*Areco* Action”).

and result in the complete dismissal of all claims asserted against Equity Trust in the Consolidated Actions, with prejudice, upon and subject to the terms and conditions herein.

WHEREAS:

A. All terms with initial capitalization shall have the meanings ascribed to them in Paragraph 1 below or as otherwise defined herein.

B. On April 24, 2017, certain of Plaintiffs filed the *Aviles* Action. Equity Trust was not originally named as a defendant in the *Aviles* Action.

C. On August 10, 2017, a First Amended Complaint was filed in the *Aviles* Action. The First Amended Complaint, among other things, first named Equity Trust as a defendant.

D. On August 14, 2017, certain of Plaintiffs filed the *Benedetto* Action as a “companion action” to the *Aviles* Action. The original complaint in the *Benedetto* Action named Equity Trust as a defendant.

E. On September 15, 2017, certain of Plaintiffs filed the *Acebedo* Action as a “companion action” to the *Aviles* Action and the *Benedetto* Action. The original complaint in the *Acebedo* Action named Equity Trust as a defendant.

F. On January 8, 2018, certain of Plaintiffs filed the *Alvarez* Action as a “companion action” to the *Aviles* Action, the *Benedetto* Action and the *Acebedo* Action. The original complaint in the *Alvarez* Action named Equity Trust as a defendant.

G. On March 19, 2018, certain of Plaintiffs filed the *Areco* Action as a “companion action” to the *Aviles* Action, the *Benedetto* Action, the *Acebedo* Action and the *Alvarez* Action. The original complaint in the *Areco* Action named Equity Trust as a defendant.

H. On March 28, 2019, after amended and/or corrected complaints had been filed in each of the *Aviles* Action, the *Benedetto* Action, the *Acebedo* Action, the *Alvarez* Action and the *Areco* Action, the Court entered an Opinion and Order addressing motions to dismiss filed by certain defendants other than Equity Trust. The Court granted these defendants' motions in part, and denied them in part. Equity Trust, having not yet been served with process, had not yet appeared in any of the aforementioned actions.

I. On August 19, 2019, the Court ordered that the *Aviles* Action, the *Benedetto* Action, the *Acebedo* Action, the *Alvarez* Action and the *Areco* Action be consolidated for discovery and motion practice, with the *Aviles* Action serving as the master docket.

J. On September 26, 2019, Plaintiffs filed their Third Amended and Consolidated Class Action Complaint in the Consolidated Actions. On January 30, 2020, the Court ordered that Plaintiffs be permitted to serve Equity Trust with process via alternative means. On February 14, 2020, Equity Trust was served with the Third Amended and Consolidated Class Action Complaint.

K. On March 27, 2020, Equity Trust moved to dismiss all claims asserted against it in the Third Amended and Consolidated Class Action Complaint. On May 26, 2020, in response to Equity Trust's pending motion to dismiss, Plaintiffs filed their Fourth Amended and Consolidated Class Action Complaint (the "Complaint") in the Consolidated Actions.

L. On July 27, 2020, Equity Trust moved to dismiss the claims asserted against it in the Complaint. That motion was fully briefed and submitted for decision on November 9, 2020. On March 29, 2021, the Court granted Equity Trust's motion to dismiss the Complaint for lack of personal jurisdiction. Plaintiffs have since moved for reconsideration of that decision.

M. Plaintiffs and Equity Trust, by and through their respective counsel, attended telephonic settlement conferences before the Honorable Katharine H. Parker, United States Magistrate Judge, on October 15, 2020, December 16, 2020, January 25, 2021, and April 16, 2021. Plaintiffs and Equity Trust, by and through their counsel, also have conducted settlement negotiations without the aid of Judge Parker.

N. On June 11, 2021, Plaintiffs and Equity Trust tentatively agreed to settle all claims asserted against Equity Trust in the Consolidated Actions for US\$4,500,000.00 (the “Settlement Amount”), subject to: (i) the Settling Parties’ execution of a mutually agreeable settlement agreement containing the terms more particularly described herein; and (ii) final approval of the Court pursuant to Rules 23 and 23.1 of the Federal Rules of Civil Procedure.

O. Class Counsel has concluded, after due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted in the Consolidated Actions, the legal and factual defenses thereto and the applicable law, that (i) it is in the best interests of Plaintiffs, the Class and the Lifetrade Funds to enter into this Settlement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for Plaintiffs, the Class and the Lifetrade Funds, and (ii) the settlement set forth herein is fair, reasonable and adequate and in the best interests of Plaintiffs, the Class and the Lifetrade Funds.

P. Equity Trust believes that it has committed no wrongdoing, is not liable for the claims asserted against it in the Consolidated Actions, and that it has good and meritorious defenses thereto. Equity Trust has nevertheless agreed to enter into this Settlement to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation, and thereby to put to rest this controversy and avoid any possible risks inherent in litigation.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties, through their respective counsel, that, subject to the approval of the Court pursuant to Rule 23(e) and Rule 23.1(c) of the Federal Rules of Civil Procedure and to the other terms and conditions set forth herein, in consideration of the benefits flowing hereunder to the Settling Parties hereto, that the Released Claims (as defined in Paragraph 1 below) as against the Released Parties (as defined in Paragraph 1 below) and Related Parties (as defined in Paragraph 1 below) shall be fully, finally and forever compromised, settled, released, discharged and dismissed with prejudice:

DEFINITIONS

1. As used in this Settlement, the following terms shall have the meanings specified below.

(a) “Authorized Claimant” means a Class Member that timely submits a valid Proof of Claim Form to the Claims Administrator in accordance with the requirements established by the Court, and that is approved by the Claims Administrator for payment from the Net Settlement Fund.

(b) “Claim” means a claim submitted by a Class Member to the Claims Administrator for payment pursuant to the Plan of Allocation.

(c) “Claims Administrator” means Strategic Claims Services, the firm retained by Class Counsel which shall administer the Settlement, including sending a mailed Notice to Settlement Class Members in the form attached hereto as Exhibit A-1, processing Proofs of Claims, and performing such other administrative functions as required under this Stipulation.

(d) “Class” has the meaning set forth in Paragraph 2 below.

(e) “Class Counsel” means the law firms Phillips & Paolicelli, LLP and Waters & Kraus, LLP.

(f) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to eligible Class Members.

(g) “Class Member” means a person or entity that is a member of the Class.

(h) “Effective Date” means the first day following the day on which the Settlement shall become effective as set forth in Paragraph 39 below. Class Counsel shall advise Equity Trust’s Counsel and the Claims Administrator promptly after it has determined that it believes the Effective Date has occurred.

(i) “Equity Trust” means TMF Curaçao N.V. and its predecessors, successors and assigns.

(j) “Equity Trust’s Counsel” means the law firm Skadden, Arps, Slate, Meagher & Flom LLP.

(k) “Escrow Account” means an escrow account mutually agreeable to the Settling Parties, established, maintained and controlled by the Escrow Agent, subject to the Court’s supervisory authority, into which Equity Trust shall deposit or cause to be deposited the Settlement Amount.

(l) “Escrow Agent” means Bank of Texas, which has been selected by Class Counsel to be responsible for overseeing, safeguarding, and distributing the Escrow Account, acting as agent for the Settlement Class, in accordance with the terms of this Stipulation, or a third party financial services company designated by the Settling Parties to serve as escrow agent.

(m) “Final” means, with respect to any order of court, including, without limitation, the Judgment, that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal or otherwise. Without limitation, an order becomes “Final” when (i) no appeal has been filed and the prescribed time for commencing any appeal has expired; or (ii) an appeal has been filed and either (a) the appeal has been dismissed and the prescribed time, if any, for commencing any further appeal has expired, or (b) the order has been affirmed in all material respects and the prescribed time, if any, for commencing any further appeal has expired. For purposes of this paragraph, an “appeal” includes appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writs of certiorari or mandamus, and any other proceedings of like kind. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to a Class Distribution Order, a Plan of Allocation, or to the Court’s award of Class Counsel fees shall not in any way delay or affect the time set forth above for the Judgment to become Final.

(n) “Final Approval Hearing” means the hearing set by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider final approval of the Settlement, Class Counsel’s request for an award of attorneys’ fees and reimbursement of Litigation Expenses, and any adjournments or continuances thereof.

(o) “Judgment” means the order of final judgment to be entered by the Court which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit B.

(p) “Lifetrade Funds” means The Lifetrade Fund B.V., LTrade Plus Ltd. and LTrade Fixed Capital (BVI) Ltd.

(q) “Litigation Expenses” means the reasonable costs and expenses incurred by Class Counsel in connection with commencing and prosecuting the Consolidated Actions, for which Class Counsel intends to apply to the Court for reimbursement from the Settlement Fund.

(r) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; and (iii) any attorneys’ fees and Litigation Expenses awarded by the Court.

(s) “Notice” means the Notice of Pendency of Class Action, Preliminary Approval Order and Proposed Settlement, Final Approval Hearing and Motion for Attorneys’ Fees and Reimbursement of Litigation Expenses (substantially in the form attached hereto as Exhibit A-1), which is to be sent to members of the Class.

(t) “Notice and Administration Costs” means the costs, fees and expenses that are allowed by the Court and reasonably incurred by the Claims Administrator in connection with: (i) providing notice to the Class; and (ii) administering the Claims process, including, without limitation, the actual costs of publication, printing and mailing the Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with identifying Class Members and providing Notice and processing the submitted claims, and the reasonable fees, if any, of the Escrow Agent.

(u) “Plaintiffs” means all named plaintiffs in the Consolidated Actions, including, but not limited to, all named plaintiffs listed in Complaint ¶ 18 and any subdivision thereof, or any person or entity listed in Schedule A to the Complaint.

(v) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in Paragraph 18 below and in the Notice, or such other plan of allocation that the Court approves. The Plan of Allocation is not part of the Settlement, and Equity Trust shall have no responsibility for the Plan of Allocation or its implementation, and no liability with respect thereto. Plaintiffs’ proposed order approving the Plan of Allocation to be entered by the Court, about which Equity Trust takes no position and which remains subject to the approval of the Court, is attached hereto as Exhibit C.

(w) “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement, and directing that Notice be provided to the Class, which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A.

(x) “Proof of Claim Form” means the form provided to Class Members by the Claims Administrator for purposes of submitting a Claim, substantially in the form attached hereto as Exhibit A-3.

(y) “Released Claims” means any and all actions, causes of action, claims (including “Unknown Claims,” as defined in Paragraph 1(hh) herein), duties, debts, demands, rights, disputes, suits, matters, damages, losses, obligations, proceedings, issues, judgments and liabilities of every nature and description whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, foreseen or unforeseen, liquidated or unliquidated, accrued and unaccrued, matured or unmatured, at law or in equity, whether class, derivative, or individual in nature, whether or not concealed or hidden, which now exist, or heretofore have existed, or can, shall or may in the future exist, whether arising

under federal, state, common or foreign law or at equity, that (a) Plaintiffs, any Class Member or the Lifetrade Funds have asserted in the Consolidated Actions, or could have asserted in the Consolidated Actions, or in any other proceeding or forum that concern, arise out of, refer to, are based upon, or are related in any way to the allegations, transactions, facts, matters, occurrences, representations, statements or omissions alleged, involved, set forth or referred to in the Complaint, (b) would have been barred by *res judicata* or collateral estoppel had the Consolidated Actions been fully litigated to a final judgment, or (c) could have been, or in the future could be, asserted in any forum or proceeding or otherwise by any Plaintiff, Class Member or the Lifetrade Funds against Equity Trust and/or any Released Party or Related Party. Plaintiffs and Plaintiffs' Counsel represent that they presently are unaware of any pending or contemplated actions or proceedings concerning any Released Claims, other than the Consolidated Actions.

(z) "Released Party" and "Released Parties" means TMF Curaçao N.V. (formerly known, and referred to herein, as "Equity Trust") and its past, current, and future parents, subsidiaries, related or affiliated entities, predecessors, successors, divisions, joint ventures, assigns, or any trusts for which any of them are trustees, settlers, or beneficiaries, or anyone acting or purporting to act for or on behalf of any of them or their successors, together with its and their respective past, current, and future directors, officers, employees, partners, members, principals, agents, shareholders, attorneys, accountants, auditors, advisors, trustees, consultants, underwriters, investment advisors, and representatives.

(aa) "Related Parties" means Equity Trust's insurers, co-insurers and reinsurers.

(bb) "Settlement" means this Stipulation and Agreement of Settlement and the settlement contained herein.

(cc) “Settlement Fund” means the Settlement Amount plus any interest earned thereon after it is deposited into the Escrow Account.

(dd) “Settling Parties” means Plaintiffs, the Class, the Lifetrade Funds and Equity Trust.

(ee) “Summary Notice” means the Summary Notice of the Pendency of Class Action, Shareholder Derivative Action, and Proposed Settlement, Preliminary Approval Order, Settlement Fairness Hearing, and Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses, which shall be substantially in the form attached hereto as Exhibit A-2, to be published as set forth in the Preliminary Approval Order.

(ff) “Taxes” means any taxes due and payable with respect to any income earned by the Settlement Fund, including any interest or penalties thereon.

(gg) “Tax Expenses” means any reasonable expenses and costs incurred in connection with the payment of Taxes or the preparation of tax returns, including, without limitation, reasonable expenses of tax attorneys and/or accountants and/or other advisors and reasonable expenses relating to the filing of or failure to file all necessary or advisable tax returns.

(hh) “Unknown Claims” means any and all Released Claims that Plaintiffs, any Class Member and/or the Lifetrade Funds do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties and the Related Parties, which if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties and the Related Parties, or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon

the Effective Date, Plaintiffs expressly waive, and each Class Member and the Lifetrade Funds shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code § 1542, and of any U.S. federal or state law, or principle of common law or the law of any foreign jurisdiction, that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which provides, in relevant part:

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.

Plaintiffs, Class Members and the Lifetrade Funds, or certain of them, may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs, the Class Members and the Lifetrade Funds, and each of them, upon the Effective Date, by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that 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, claims relating to conduct that is negligent, reckless, 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.

THE CLASS

2. For purposes of this Settlement only, Plaintiffs and Equity Trust stipulate to the certification of the following class (the “Class”), pursuant to Rule 23(b)(3) and Rule 23(e) of the Federal Rules of Civil Procedure:

All investors, whether individual, corporate or in any form, (i) who invested in one or more of the Lifetrade Funds (including The Lifetrade Fund B.V., LTrade Plus Ltd. and LTrade Fixed Capital (BVI) Ltd.), and/or (ii) their predecessors and successors in interest.

3. In the event that this Settlement is terminated, or a Judgment and approval of the Settlement and dismissal of all claims asserted against Equity Trust in the Consolidated Actions in accordance with the terms hereof does not occur for any reason: (i) the Settling Parties shall not be deemed to have stipulated to the certification of any class in the Consolidated Actions; (ii) the Settling Parties reserve all their rights regarding class certification in the Consolidated Actions; and (iii) Plaintiffs shall not refer to this Settlement in support of any motion for class certification or in support of or in opposition to any allegation or argument on the merits in the Consolidated Actions.

SETTLEMENT CONSIDERATION

4. Equity Trust (or its insurers) shall pay the Settlement Amount into the Escrow Account within twenty-one (21) days after the Effective Date. Class Counsel shall provide Equity Trust's Counsel with full and complete account and wire transfer information necessary for such payment and an executed Form W-9 prior to submission of the Final Approval Order.

RELEASES

5. Upon the Effective Date, Plaintiffs, each of the Class Members and the Lifetrade Funds (in each case on behalf of themselves and their respective heirs, executors, trustees, administrators, predecessors, successors and assigns) shall be deemed to have and by operation of the Judgment shall have fully, finally and forever waived, released, relinquished, discharged and dismissed each and every Released Claim against each and every Released Party and Related Party

(whether or not Plaintiffs, such Class Member or the Lifetrade Funds submit a Proof of Claim Form or share in the Net Settlement Fund).

6. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs expressly waive, and each Class Member and the Lifetrade Funds shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code § 1542, and of any U.S. federal or state law, or principle of common law or the law of any foreign jurisdiction, that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which provides, in relevant part:

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.

Plaintiffs, other Class Members and the Lifetrade Funds, or certain of them, may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs, the Class Members and the Lifetrade Funds, and each of them, upon the Effective Date, by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that 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, claims relating to conduct that is negligent, reckless, 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 acknowledge, and Class Members and the Lifetrade Funds by law and operation of the Judgment shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the

definition of Released Claims was separately bargained for and was a material element of the Settlement.

7. Upon the Effective Date, Plaintiffs, each of the Class Members and the Lifetrade Funds, and anyone claiming through or on behalf of any of them, in accordance with the terms of the proposed Judgment attached hereto as Exhibit B, are forever barred and enjoined from commencing, instituting, maintaining, or continuing to prosecute any action or proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any Released Claim (including, without limitation, Unknown Claims), as well as any claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of these Consolidated Actions against any Released Party or Related Party. Each Released Party and Related Party may individually enforce the provisions of this paragraph.

8. Upon the Effective Date, Plaintiffs shall indemnify, defend and hold harmless the Released Parties and the Related Parties for, from and against: (i) any and all actions, causes of action, claims, duties, debts, demands, rights, disputes, suits, matters, damages, losses, obligations, proceedings, issues, judgments and liabilities of every nature and description whatsoever that any current, prior or future defendant in any of the Consolidated Actions may have or assert against the Released Parties and/or the Related Parties relating in any way to Equity Trust's involvement with any of the Lifetrade Funds, including, without limitation, Unknown Claims and claims for contribution ("Cross Claims"); (ii) the filing or prosecution of any Released Claims. Plaintiffs shall each be jointly and severally liable for their obligations set forth in this paragraph. Each Released Party and Related Party may individually enforce the provisions of this paragraph.

9. Upon the Effective Date, any current, prior or future defendant in any of the Consolidated Actions, and anyone claiming through or on behalf of any of them, in accordance

with the terms of the proposed Judgment attached hereto as Exhibit B, are forever barred and enjoined from commencing, instituting, maintaining, or continuing to prosecute any Cross Claim, as well as any claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of these Consolidated Actions against any Released Party or Related Party. Each Released Party and Related Party may individually enforce the provisions of this paragraph.

USE AND TAX TREATMENT OF SETTLEMENT FUND

10. The Settlement Fund shall be held in the Escrow Account as provided in Paragraph 11 hereof. If the Settlement becomes Final, any interest earned on the Settlement Fund shall be for the benefit of the Class. If the Settlement does not become Final and the Settlement is terminated, the Settlement Fund shall be returned pursuant to written instructions from Equity Trust's Counsel, together with any interest earned on the Settlement Fund.

11. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Settlement or further Order of the Court.

12. Subject to the terms and conditions of this Settlement, the Settlement Fund shall be used to pay: (i) Taxes and Tax Expenses; (ii) Notice and Administration Costs; and (iii) any attorneys' fees and Litigation Expenses awarded by the Court. In no event shall the Released Parties or the Related Parties bear any responsibility for any fees, costs or expenses beyond payment of the Settlement Amount.

13. After (i) the Judgment becomes Final, and (ii) entry by the Court of a Class Distribution Order approving distribution of the Net Settlement Fund to the Class, the Claims Administrator shall distribute the Net Settlement Fund to Authorized Claimants in accordance with the terms of such Class Distribution Order; provided, however, that any amounts in the Escrow

Account necessary for payment of Taxes and Tax Expenses and/or Notice and Administration Costs shall remain in the Escrow Account for such purpose.

14. Except as provided herein, the Net Settlement Fund shall remain in the Escrow Account prior to the distribution. All funds held in the Escrow Account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed or returned pursuant to the terms of this Settlement.

15. The Settling Parties agree that the Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 and that the Claims Administrator, as “administrator” of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Such returns shall be consistent with this paragraph and in all events shall reflect that all Taxes on the income earned on the Settlement Fund shall be paid out of the Settlement Fund as provided by Paragraph 16 herein. The Claims Administrator shall also be solely responsible for causing payment to be made from the Settlement Fund of any Taxes and Tax Expenses owed with respect to the Settlement Fund, and is authorized to withdraw, without prior order of the Court, from the Settlement Fund such amounts as are necessary to pay Taxes and Tax Expenses. Equity Trust will provide to the Claims Administrator the statement described in Treasury Regulation § 1.468B-3(e). The Claims Administrator, as “administrator” of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation-back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come

into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

16. All Taxes (including any interest or penalties) and Tax Expenses shall be considered to be a cost of administration of the Settlement and shall be paid out of the Settlement Fund. The Released Parties and the Related Parties shall not have any responsibility for, and no liability with respect to, payment of any such Taxes or Tax Expenses, and shall have no responsibility for, and no liability with respect to, the acts or omissions of the Claims Administrator, Class Counsel or their agents, with regard to Taxes and Tax Expenses. The Settling Parties agree to cooperate with each other, and their tax attorneys and accountants, to the extent reasonably necessary to carry out the terms of this Settlement with regard to Taxes and Tax Expenses.

17. If all conditions of the Settlement are satisfied and the Judgment is entered and becomes Final, no portion of the Settlement Fund will be returned to Equity Trust, irrespective of the number of Claims filed, the collective amount of losses of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund. If any portion of the Net Settlement Fund remains following distribution pursuant to Paragraph 25 and is of such an amount that in the discretion of the Claims Administrator it is not cost effective or efficient to redistribute to the Class, then such remaining funds, after payment of any further Notice and Administration Costs and Taxes and Tax Expenses, shall be donated to a non-profit charitable organization selected by Plaintiffs and approved by the Court.

PLAN OF ALLOCATION

18. The Net Settlement Fund shall be distributed to Authorized Claimants in accordance with a Plan of Allocation prepared by Class Counsel and set forth in Exhibit A-1. The Released Parties, Related Parties, and Equity Trust's Counsel have had no role in the preparation of the Plan of Allocation, and shall bear no liability with respect to the Plan of Allocation.

19. The finality of the Settlement shall not be conditioned on any ruling by the Court concerning the Plan of Allocation or any award of attorneys' fees or reimbursement of Litigation Expenses. Any order or proceeding relating to a request for approval of the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Settlement or affect or delay the Effective Date or the effectiveness or finality of the Judgment and the release of the Released Claims. There shall be no distribution of any of the Settlement Fund to any Class Member until the Plan of Allocation is finally approved and such order of approval is Final. Again, and for the avoidance of doubt, the Released Parties, Related Parties and Equity Trust's Counsel have no responsibility for, and no liability with respect to, the investment or distribution of the Settlement Amount.

20. The allocation of the Net Settlement Fund among Authorized Claimants is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Plan of Allocation is not a necessary term of this Settlement, and it is not a condition of this Settlement that any particular plan of allocation be approved by the Court. None of the Settling Parties may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of allocation in these Consolidated Actions. The Released Parties and the Related Parties and Equity Trust's Counsel shall have no responsibility for, and no liability with respect to, the allocation of the Net Settlement Fund.

ATTORNEYS' FEES AND LITIGATION EXPENSES

21. Equity Trust shall not take any position with respect to any application by Class Counsel for an award from the Settlement Fund of attorneys' fees that does not exceed \$1,500,000 (33% of the Settlement Fund) and Litigation Expenses that do not exceed \$500,000. Attorneys' fees and Litigation Expenses are not the subject of any agreement between the Settling Parties other than what is set forth in this Settlement.

22. The Released Parties and the Related Parties shall have no responsibility for, and no liability with respect to, the attorneys' fees or Litigation Expenses that the Court may award.

23. The procedure for and amounts of any award of attorneys' fees and Litigation Expenses, and the allowance or disallowance by the Court thereof, shall not be a condition of the Settlement. Class Counsel shall request that its application for an award of attorneys' fees and Litigation Expenses be considered by the Court separately from the Court's consideration of the fairness and adequacy of the Settlement. Any order or proceedings relating to such request, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Settlement or affect the release of the Released Claims. The finality of the Settlement shall not be conditioned on any ruling by the Court concerning Class Counsel's application for attorneys' fees and Litigation Expenses.

24. Within twenty-one (21) days after the Effective Date and an order by the Court approving Class Counsel's attorneys' fees and Litigation Expenses (the "Fee and Expense Order") become Final, any awarded attorneys' fees and Litigation Expenses shall be paid to Class Counsel from the Escrow Account. In the event that the Fee and Expense Order is reversed or modified by a Final, non-appealable order, or the Settlement is terminated or canceled for any reason, and in the event that attorneys' fees and Litigation Expenses have been paid out of the Escrow Account to any extent, then Class Counsel shall be obligated and do hereby agree, within ten (10) days from

receiving notice from Equity Trust's Counsel or from the Court, to refund to the Escrow Account such attorneys' fees and Litigation Expenses that have been paid, plus interest thereon at the same rate as would have been earned had those sums remained in the Escrow Account.

ADMINISTRATION OF THE SETTLEMENT

25. The Claims Administrator, subject to the supervision of Class Counsel and the jurisdiction of the Court, shall administer and calculate the Claims submitted by Class Members, oversee distribution of the Net Settlement Fund to Authorized Claimants, and perform all claims administration procedures necessary or appropriate in connection therewith. The Claims Administrator shall receive and administer Claims in accordance with the Plan of Allocation approved by the Court. The proposed Plan of Allocation is set forth in the Notice attached hereto as Exhibit A-1.

26. The Released Parties and the Related Parties shall have no liability, obligation or responsibility whatsoever to any person, including, but not limited to, Class Members, the Escrow Agent, or the Claims Administrator, in connection with the administration of the Settlement, the processing of claims, or the disbursement of the Net Settlement Fund.

27. Class Counsel shall cause the Claims Administrator to mail the Notice to those Class Members who may be identified through the records maintained by or on behalf of Lifetrade Funds, and to publish the Summary Notice, pursuant to the terms of the Preliminary Approval Order entered by the Court.

28. Any Class Member who does not timely submit a valid Proof of Claim Form by the deadline set by the Court will not be entitled to receive any distribution from the Net Settlement Fund but will nevertheless be bound by all of the terms of the Settlement, including the terms of the Judgment to be entered in the Action and the releases provided for therein, and will be

permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Released Party or Related Party concerning any Released Claim.

29. By submitting a Claim, a Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claim, including, but not limited to, the releases and bar order provided for in the Judgment, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to their status as a Class Member and the validity and amount of their Claim. No discovery shall be allowed on the merits of this Action or this Settlement in connection with the processing of Proof of Claim Forms.

30. Class Counsel will apply to the Court, with reasonable notice to Equity Trust, for a Class Distribution Order, *inter alia*: (i) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (ii) approving payment of any outstanding Notice and Administration Costs from the Escrow Account; and (iii) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

31. Payment pursuant to the Class Distribution Order shall be final and conclusive against any and all Class Members. All Class Members who did not submit a Claim or whose Claim was not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but shall be bound by all of the terms of this Settlement, including the terms of the Judgment and the releases provided for therein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Released Party or Related Party concerning any Released Claim.

32. All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

REQUESTS FOR EXCLUSION

33. A person or entity requesting exclusion from the Class must timely provide the following information to the Claims Administrator: (i) name; (ii) address; (iii) telephone number; (iv) identity of the security purchased (or otherwise acquired) or sold; (v) prices or other consideration paid or received for such security; (vi) the date of each purchase or sale transaction; and (vii) a statement that the person or entity wishes to be excluded from the Class. Unless otherwise ordered by the Court, any Class Member who does not timely submit a written request for exclusion as provided by this section shall be bound by the Settlement. Plaintiffs shall request that any requests for exclusion must be postmarked no later than twenty-eight (28) days prior to the Final Approval Hearing. For the avoidance of doubt, Plaintiffs, having agreed to this Settlement, may not request exclusion from the Settlement or Class.

34. The Claims Administrator shall scan and electronically send in PDF format (or such other format as shall be agreed) copies of all requests for exclusion to Equity Trust's Counsel and to Class Counsel expeditiously (and not more than three (3) business days) after the Claims Administrator receives such a request. Class Counsel will include in its motion in support of final approval of the Settlement a list of all persons or entities who have requested exclusion from the Class, and shall certify that copies of all requests for exclusion received by the Claims Administrator have been provided to Equity Trust's Counsel.

PRELIMINARY APPROVAL OF THE SETTLEMENT

35. Promptly after execution of this Settlement, Plaintiffs, by and through Class Counsel, with Equity Trust's Counsel's consent, shall submit the Settlement together with its Exhibits to the Court and shall move for entry of the Preliminary Approval Order, among other things, preliminarily approving the Settlement, approving the contents and method of distribution of the Notice and Summary Notice, and setting a date for the Final Approval Hearing.

36. Upon entry of the Preliminary Approval Order, Plaintiffs, each of the Class Members and the Lifetrade Funds, and anyone claiming through or on behalf of any of them, in accordance with the terms of the proposed Judgment attached hereto as Exhibit B, are preliminarily barred and enjoined from commencing, instituting, maintaining, or continuing to prosecute any action or proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any Released Claim (including, without limitation, Unknown Claims), as well as any claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of these Consolidated Actions against any Released Party or Related Party.

37. Upon entry of the Preliminary Approval Order, any current, prior or future defendant in any of the Consolidated Actions, and anyone claiming through or on behalf of any of them, in accordance with the terms of the proposed Judgment attached hereto as Exhibit B, are preliminarily barred and enjoined from commencing, instituting, maintaining, or continuing to prosecute any Cross Claim, as well as any claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of these Consolidated Actions against any Released Party or Related Party.

JUDGMENT APPROVING THE SETTLEMENT

38. Plaintiffs, by and through Class Counsel, with Equity Trust's Counsel's consent, shall request that the Court, if it finally approves the Settlement following the Final Approval Hearing, enter the Judgment. The Settlement is expressly conditioned upon, among other things, the entry of a Judgment substantially in the form attached hereto as Exhibit B and in all respects consistent with this Settlement.

EFFECTIVE DATE OF THE SETTLEMENT, AND TERMINATION

39. The Effective Date of the Settlement shall be the first date by which all of the following have occurred:

- (a) The Court has entered the Preliminary Approval Order;
- (b) Equity Trust has not exercised its option to terminate the Settlement pursuant to Paragraph 41 herein;
- (c) the Court has approved the Settlement following notice to the Class and the Final Approval Hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure, and has entered the Judgment; and
- (d) the Judgment has become Final.

40. Equity Trust and Plaintiffs each shall have the right to terminate the Settlement by providing written notice of their election to do so to the other within twenty (20) days of the date on which: (a) the Court declines to enter the Preliminary Approval Order in any material respect; (b) the Court refuses to grant final approval of this Settlement or any material part of it; (c) the Court declines to enter the Judgment in any material respect; (d) the Effective Date of the Settlement does not occur; or (e) the payment of the Settlement Amount is not satisfied in accordance with the terms herein. In addition, Equity Trust may also terminate the Settlement in

accordance with Paragraph 41. The foregoing list is not intended to limit or impair the Settling Parties' rights under the law of contracts of the State of New York with respect to any breach of this Settlement. In the event the Settlement is terminated, the provisions of Paragraphs 3, 10, 11, 14, 22, 24, 26, 40, 41, 42, 43 and 50 shall survive termination.

41. Equity Trust shall have the option to terminate the Settlement in the event that: (i) the aggregate number of total shares purchased or acquired by Class Members who would otherwise be entitled to participate in the Settlement as Class Members, but who timely and validly request exclusion in accordance with the terms of this Settlement, equals or exceeds the threshold (the "Opt-Out Threshold") as calculated pursuant to a separate agreement (the "Supplemental Agreement") executed between Class Counsel and Equity Trust's Counsel, which is incorporated by reference into this Settlement; or (ii) any named Plaintiff requests exclusion from this Settlement or otherwise objects to the terms of this Settlement. The Opt-Out Threshold may be disclosed *in camera* to the Court for purposes of approval of the Settlement, as may be required by the Court, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to maintain the confidentiality of the Opt-Out Threshold.

42. Except as otherwise provided herein, in the event the Settlement is terminated, the Settling Parties reserve their rights to proceed in all respects as if this Settlement had not been entered into and without any prejudice in any way from the negotiation, fact or terms of this Settlement.

NO ADMISSION OF WRONGDOING

43. Whether or not the Settlement is approved by the Court, and whether or not the Settlement is consummated, the fact and terms of this Settlement, including Exhibits, all

negotiations, discussions, drafts and proceedings in connection with the Settlement, and any act performed or document signed in connection with the Settlement:

(a) shall not be offered or received against the Released Parties or the Related Parties as evidence of, or be deemed to be evidence of, any presumption, concession or admission by any of the Released Parties or the Related Parties, with respect to the truth of any fact alleged by Plaintiffs or the validity, or lack thereof, of any claim that has been or could have been asserted in the Consolidated Actions or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Consolidated Actions or in any litigation, or of any liability, negligence, fault or wrongdoing of the Released Parties;

(b) shall not be offered or received against the Released Parties or the Related Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Released Party or Related Party;

(c) shall not be offered or received against the Released Parties or Related Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Settlement, in any arbitration proceeding or other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement; provided, however, that if this Settlement is approved by the Court, the Released Parties and Related Parties may refer to it to effectuate the liability protection granted them hereunder; and

(d) shall not be construed as an admission or concession that the consideration to be paid hereunder represents the amount which could be or would have been recovered after trial.

44. Equity Trust denies, and has sought dismissal of, each and all of the claims and contentions alleged in the Complaint, and affirms that it has acted properly and lawfully at all times. Equity Trust denies expressly all allegations of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Consolidated Actions, and deny that it ever engaged in or committed any wrongdoing, improper conduct, violation of law or breach of duty. Equity Trust also denies that the Lifetrade Funds, Plaintiffs or any Class Member has suffered damage or harm of any kind. In addition, Equity Trust maintains that it had and has meritorious defenses to all claims alleged in the Action.

COOPERATION

45. After the Effective Date, at a mutually convenient time and date, Equity Trust will reasonably prepare and provide one witness under its control to testify at a deposition upon oral examination concerning Equity Trust's role and conduct with respect to the Lifetrade Funds. Such deposition shall be conducted remotely via video teleconference, shall last no more than seven (7) hours in one day, and shall be conducted according to the Federal Rules of Civil Procedure. The Settling Parties agree that they will not argue or assert that agreeing to, or participating in, this deposition causes or contributes in any way to Equity Trust or the witness being subject to the personal jurisdiction of the State or Federal Courts of New York.

MISCELLANEOUS PROVISIONS

46. The Settling Parties intend this Settlement to be a final and complete resolution of all disputes asserted or that could be asserted by Plaintiffs or any other Class Members or the

Lifetrade Funds in the Consolidated Actions or with respect to all Released Claims. Except in the event of termination of this Settlement, Plaintiffs and Equity Trust agree not to assert under Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule or regulation, that the Consolidated Actions were brought or defended in bad faith or without a reasonable basis. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated at arm's length and in good faith by the Settling Parties and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with their respective experienced legal counsel and with the active assistance of Magistrate Judge Parker.

47. Each of Plaintiffs, the Class, the Lifetrade Funds and Class Counsel shall not in any way disparage any of the Released Parties or the Related Parties in any public statement or to any third party. Any press release or public statement describing this settlement or the resolution of the Consolidated Actions shall be approved by Defendants' Counsel, which approval shall not be unreasonably withheld.

48. This Settlement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Settling Parties or their successors-in-interest.

49. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

50. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claim or of any wrongdoing or liability of any of the Released Parties or Related Parties; or (b) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of any of the Released Parties or Related Parties in any civil, criminal or administrative proceeding in any court, any arbitration proceeding or any

administrative agency or other tribunal, other than in such proceedings as may be necessary to consummate or enforce the Settlement or the Judgment.

51. The waiver by one party of any breach of this Settlement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement.

52. This Settlement and its Exhibits constitute the entire agreement among the Settling Parties, and no representations, warranties or inducements have been made to any party concerning this Settlement or its Exhibits, other than the representations, warranties and covenants contained and memorialized in such documents.

53. This Settlement may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via e-mail. All executed counterparts and each of them shall be deemed to be one and the same instrument.

54. Plaintiffs agrees that they will use their best efforts to obtain all necessary approvals of the Court required by this Settlement, and Equity Trust agrees to provide such support as may be reasonably requested by Plaintiffs or Class Counsel.

55. Each signatory to this Settlement represents that he or she has authority to sign this Settlement on behalf of, and thereby to bind, the denominated person or entity, as the case may be, and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Settlement to effectuate its terms.

56. This Settlement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including all Released Parties, Related Parties and any corporation, partnership, or other entity into or with which any party hereto may merge, consolidate or reorganize.

57. Notices required by this Settlement shall be submitted by any form of overnight mail, e-mail, facsimile or in person to counsel to each of the signatories below.

58. The administration, consummation and enforcement of the Settlement shall be under the authority of the Court and the Settling Parties intend that the Court retain jurisdiction for the purpose of, *inter alia*, entering orders, providing for awards of attorneys' fees and Litigation Expenses, and enforcing the terms of the Settlement.

59. The construction, interpretation, operation, effect and validity of this Settlement, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of New York without regard to that State's choice-of-law principles, except to the extent that federal law requires that federal law govern.

60. To the extent there are disputes regarding the interpretation of any term of this Settlement, the Settling Parties will attempt to resolve any such dispute in good faith. If the Settling Parties fail to resolve the dispute, or in the event of a breach of the terms of the Settlement, any non-breaching Settling Party shall be entitled to bring an action seeking to enforce those provisions, and the exclusive forum for any such action shall be this Court. The prevailing Settling Party in any such action to enforce these provisions of the Settlement shall be entitled to recover their reasonable attorneys' fees and expenses incurred in connection with remedying the breach.

61. This Settlement shall not be construed more strictly against one Settling Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations among the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Settlement.

62. All time periods set forth in this Settlement will be computed in calendar days and pursuant to the terms of Rule 6(a) of the Federal Rules of Civil Procedure.

IN WITNESS WHEREOF, the Settling Parties hereto have caused this Settlement to be executed, by their duly authorized representatives as of August 4, 2021.

PHILLIPS & PAOLICELLI, LLP

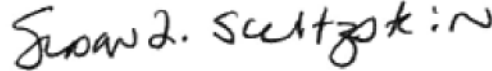


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*On behalf of Plaintiffs, the Class and the
Lifetrade Funds*

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On behalf of Defendant TMF Curaçao N.V.

EXHIBIT I-A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE LIFETRADE LITIGATION:

CIVIL ACTION NO. 1:17-cv-02987

This Document Relates to: ALL ACTIONS

**[PROPOSED] ORDER PRELIMINARILY APPROVING PARTIAL SETTLEMENT
AND PROVIDING FOR NOTICE**

WHEREAS, Plaintiffs individually named in this consolidated action and each of the constituent actions consolidated hereunder for pretrial purposes, (“Plaintiffs”) on behalf of themselves, Plaintiffs Hugo Leonardo Carlini, Martin Ricardo Miranda, Carlos Alberto Wehbi, Carlos Adrian Ferreti and Daniel Ergasto Gomez Cusco as representatives of the Class (as defined in the Stipulation and Agreement of Settlement, dated August 4, 2021, the “Settlement Stipulation”) (“Class Representatives”); (iii) Plaintiffs Hugo Leonardo Carlini, Martin Ricardo Miranda, Miguel Fernandez Moores, and Carlos Alberto Wehbi (the “Derivative Plaintiffs”), derivatively on behalf of The Lifetrade Fund B.V., LTrade Plus Ltd. and LTrade Fixed Capital (BVI) Ltd. (collectively, the “Lifetrade Funds”), and Defendant TMF Curaçao N.V. (“Equity Trust”), have entered into the Settlement Stipulation, which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the class action pending before the Court entitled *In re Lifetrade Litigation.*, Master File No. 1:17-cv-02987-JPO-KHP, as well as the related Consolidated Actions, (i) *Aviles v. S&P Global, Inc.*, Case No. 1:17-cv-02987-JPO-KHP; (ii) *Benedetto v. ATC Realty Fifteen, Inc.*, Case No. 1:17-cv-06087-JPO-KHP; (iii) *Acebedo v. ATC Realty Fifteen, Inc.*, Case No. 1:17-cv-07034-JPO-KHP; (iv) *Alvarez v. ATC Realty Fifteen Inc.*, Case No. 1:18-cv-00128-JPO-KHP; and (v) *Areco v. ATC Realty Fifteen, Inc.*,

Case No. 1:18-cv-02416-JPO-KHP (collectively, the “Actions”); and the Court having read and considered the Settlement Stipulation and the exhibits thereto and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order; and the Settling Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this ____ day of _____, 2021, that:

1. Capitalized terms used herein have the meanings defined in the Settlement Stipulation.

2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action on behalf of All investors, whether individual, corporate or in any form, (i) who invested in one or more of the Lifetrade Funds (including The Lifetrade Fund B.V., LTrade Plus Ltd. and LTrade Fixed Capital (BVI) Ltd.), and/or (ii) their predecessors and successors in interest. Excluded from the Class are (i) Defendants, all current and former directors and officers of Lifetrade, and any family member, trust, company, entity or affiliate controlled or owned by any of the excluded persons and entities referenced above, (ii) Opt-Outs; and (iii) Persons who have no compensable damages. This Court has already determined this action can proceed as a shareholder derivative action and reaffirms that determination for purposes of this Settlement. For practical purposes, the Class and those individuals or entities to receive benefits from the shareholder derivative action are one and the same.

3. This Court finds, preliminarily and for purposes of this Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder

of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs fairly and adequately represent the interests of the Settlement Class; (e) questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

4. Pursuant to Rules 23 and 23.1 of the Federal Rules of Civil Procedure, preliminarily and for the purposes of this Settlement only, named Class Representatives are certified as the Class Representatives on behalf of the Settlement Class, Derivative Plaintiffs are approved on behalf of the Lifetrade Funds, and Plaintiffs' Counsel, previously selected by Plaintiffs, are hereby appointed as Counsel for the Settlement Class ("Class Counsel").

5. The Court finds that (a) the Settlement Stipulation resulted from good faith, arm's length negotiations, and (b) the Settlement Stipulation is sufficiently fair, reasonable and adequate to the Settlement Class Members to warrant providing notice of the Settlement to Settlement Class Members and holding a Settlement Hearing.

6. The Court hereby preliminarily approves the Settlement, subject to further consideration at a hearing (the "Settlement Hearing") pursuant to Federal Rule of Civil Procedure 23(e), which is hereby scheduled to be held before the Court at least 100-110 days after entry of the this Order, or at the Court's earliest convenience, on _____ 2021 at __:___ .m. for the following purposes:

- (a) to determine finally whether the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a) and (b) are satisfied;

- (b) to determine finally whether the class action and shareholder derivative Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- (c) to determine finally whether the Order and Final Judgment as provided under the Settlement Stipulation should be entered, dismissing the Action on the merits and with prejudice, and to determine whether the release by the Releasing Parties of the Released Claims against the Released Parties, as set forth in the Settlement Stipulation, should be ordered, along with a permanent injunction barring efforts to prosecute or attempt to prosecute any Released Claims extinguished by the release against any of the Released Parties, as also set forth in the Settlement Stipulation;
- (d) to determine finally whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;
- (e) to consider the application of Class Counsel for an award of attorneys' fees and expenses and a Compensatory Award to the Derivative Plaintiffs and the Class Representatives;
- (f) to consider Settlement Class Members' objections to the Settlement, if any, whether submitted previously in writing or presented orally at the Settlement Hearing by Settlement Class Members (or by counsel on their behalf) provided that they gave proper notice that they intend to appear at the Settlement Hearing; and
- (g) to rule upon such other matters as the Court may deem appropriate.

7. The Court reserves the right to adjourn the Settlement Hearing to a later date and to approve the Settlement without modification, or with such modifications as may be agreed to by the Settling Parties, and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Settlement and dismissing the Action,

on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

8. The Court approves the form, substance and requirements of (a) the Notice, (b) the Summary Notice and (c) the Proof of Claim and Release Form, all of which are exhibits to the Settlement Stipulation.

9. Class Counsel have the authority to enter into the Settlement on behalf of the Settlement Class and have the authority to act on behalf of the Settlement Class with respect to all acts or consents required by or that may be given pursuant to the Settlement Stipulation or such other acts that are reasonably necessary to consummate the Settlement.

10. For settlement purposes only, Strategic Claims Services is appointed and approved as the Claims Administrator to supervise and administer the notice procedure as well as the processing of claims.

11. Class Counsel, through the Claims Administrator, shall cause the Notice and the Proof of Claim and Release Form, substantially in the forms annexed to the Settlement Stipulation, to be mailed, by first class mail, postage prepaid, within twenty-one (21) Business Days of entry of this Order, to all Settlement Class Members who can be identified with reasonable effort by Class Counsel, through the Claims Administrator.

12. Within twenty-one (21) Business Days after the Effective Date, Equity Trust, or its insurers, shall cause to be wired or paid by check or draft to the Escrow Agent, the Settlement Amount.

13. Class Counsel, through the Claims Administrator, shall make all reasonable efforts to give notice to current Lifetrade shareholders and nominees or custodians who held Lifetrade Shares or warrants during the operation of the Lifetrade Funds as identified through the

shareholder registers as record owners but not as beneficial owners. Such nominees or custodians shall, within ten (10) calendar days of receipt of the notice , either (i) request copies of the Notice and Proof of Claim and Release Form sufficient to send the Notice and Proof of Claim and Release Form to all beneficial owners for whom they are nominee or custodian, and within ten (10) calendar days after receipt thereof send copies to such beneficial owners; or (ii) provide the Claims Administrator with lists of the names, last known addresses and email addresses (to the extent known) of such beneficial owners, in which event the Claims Administrator shall promptly deliver the Notice and Proof of Claim and Release Form to such beneficial owners (and the nominees may be reimbursed from the Settlement Fund for reasonable costs to provide the names and addresses to the Claims Administrator, not to exceed \$0.10 per name). Nominees or custodians who elect to send the Notice and Proof of Claim and Release Form to their beneficial owners shall send a written certification to the Claims Administrator confirming that the mailing has been made as directed. Additional copies of the Notice and Proof of Claim and Release Form shall be made available to any nominee or custodian requesting same for the purpose of distribution to beneficial owners. The Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses, up to \$0.70 per unit, incurred in providing notice to beneficial owners, which expenses would not have been incurred except for the sending of such notice, and subject to further order of this Court with respect to any dispute concerning such reimbursement.

14. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for Defendants and file with the Court proof of the mailing of the Notice and Proof of Claim and Release Form as required by this Order.

15. Class Counsel, through the Claims Administrator, shall cause the Settlement Stipulation and its exhibits, this Order, and a copy of the Notice and Proof of Claim and Release Form to be posted on the Claims Administrator's website within fourteen (14) Business Days after entry of this Order.

16. Class Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on the GlobeNewswire and in print once in the Investor's Business Daily within 14 (14) Business Days of entry of this Order. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for Defendants and file with the Court proof of publication of the Summary Notice.

17. The forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure; constitute the best notice practicable under the circumstances; and constitute due and sufficient notice to all persons and entities entitled thereto. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

18. In order to be entitled to participate in recovery from the Net Settlement Fund after the Effective Date, each Settlement Class Member shall take the following action and be subject to the following conditions:

- (a) A properly completed and executed Proof of Claim and Release Form must be submitted to the Claims Administrator, at the Post Office Box indicated in the Notice, postmarked no later than _____, 2021 (fourteen (14) calendar days after the Settlement Hearing). Such deadline may be further extended by Order of the Court. Each Proof of

Claim and Release Form shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first class mail) provided such Proof of Claim and Release Form is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim and Release Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.

- (b) The Proof of Claim and Release Form submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Class Counsel; (iii) if the person executing the Proof of Claim and Release Form is acting in a representative capacity, a certification of his current authority to act on behalf of the Settlement Class Member must be provided with the Proof of Claim and Release Form; and (iv) the Proof of Claim and Release Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.
- (c) Once the Claims Administrator has considered a timely submitted Proof of Claim and Release Form, it shall determine whether such claim is valid, deficient or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim

was so determined. Persons who timely submit a Proof of Claim and Release Form that is deficient or otherwise rejected shall be afforded a reasonable time (at least ten (10) calendar days) to cure such deficiency if it shall appear that such deficiency may be cured. If any Claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the Claimant must, within ten (10) calendar days after the date of mailing of the notice, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

- (d) As part of the Proof of Claim and Release Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Settlement Stipulation. No discovery shall be allowed on the merits of the Actions or the Settlement in connection with processing of the Proof of Claim and Release Forms, nor shall any discovery from or of Defendants be allowed on any topic.

19. All Settlement Class Members who do not submit valid and timely Proof of Claim and Release Forms will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Settlement Stipulation and the Order and Final Judgment, if entered.

20. Settlement Class Members shall be bound by all determinations and judgments in this Action whether favorable or unfavorable, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class

Member wishing to make such request for exclusion shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is received no later than _____, 2021 (thirty-five (35) calendar days prior to the Settlement Hearing) (the “Exclusion Deadline”), to the addresses listed in the Notice. In order to be valid, such request for exclusion (A) must clearly indicate the name and address and phone number and e-mail contact information (if any) of the Person seeking exclusion, and state that the sender specifically “requests to be excluded from the Settlement Class in *In re Lifetrade Litigation*, Civil Action No. 1:17-cv-02987-JPO-KHP (S.D.N.Y.)”, and (B) state (i) the date, name of the fund and share class, number of shares and dollar amount of each Lifetrade securities purchase or acquisition, and any redemptions. In order to be valid, such request for exclusion must be submitted with documentary proof (i) of each purchase or acquisition and, if applicable, sale transaction or redemption of Lifetrade Shares and (ii) demonstrating the Person’s status as a beneficial owner of the Lifetrade securities. Any such request for exclusion must be signed and submitted by the beneficial owner under penalty of perjury. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Class Counsel may contact any Person filing a request for exclusion, or their attorney if one is designated, to discuss the exclusion.

21. The Claims Administrator shall provide all requests for exclusion and supporting documentation submitted therewith (including untimely requests and revocations of requests) to counsel for the Settling Parties as soon as possible and no later than the Exclusion Deadline or upon the receipt thereof (if later than the Exclusion Deadline). The Settlement Class will not include any Person who delivers a valid and timely request for exclusion.

22. Any Person that submits a request for exclusion may thereafter submit to the Claims Administrator a written revocation of that request for exclusion, provided that it is received no later than two (2) Business Days before the Settlement Hearing, in which event that Person will be included in the Settlement Class.

23. All Persons who submit a valid, timely and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

24. The Court will consider comments and/or objections to the Settlement, the Plan of Allocation, or the Fee and Expense Application, provided, however, that no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or, if approved, the Order and Final Judgment, or any other order relating thereto, unless that Person has served copies of any objections, papers and briefs to each of the following counsel at least twenty-eight (28) calendar days prior to the Settlement Hearing Date:

CLASS COUNSEL:

Steven Phillips
Diane Paolicelli
PHILLIPS & PAOLICELLI LLP
747 Third Avenue, Floor 6
New York, NY 10017

COUNSEL FOR DEFENDANT EQUITY TRUST:

Susan L. Saltzstein
James W. Brown
SKADDEN, ARPS, SLATE
MEAGHER & FLOM LLP
One Manhattan West
New York, NY 10001

and that Person has (at least twenty-eight (28) calendar days prior to the Settlement Hearing date) said objections, papers and briefs, showing due proof of service upon counsel identified above, with the Clerk of the Court, U.S. District Court, Southern District of New York, 500 Pearl Street,

New York, NY 10007-1312. To be valid, any such objection must contain the Settlement Class Member's (1) name, address, and telephone number, (2) a list of all purchases, sales, acquisitions, or redemptions of Lifetrade securities, including the name of the fund and share class, in order to show membership in the Settlement Class, (3) all grounds for the objection, including any legal support known to the Settlement Class Member and/or his, her, or its counsel, (4) the name, address and telephone number of all counsel who represent the Settlement Class Member, including former or current counsel who may be entitled to compensation in connection with the objection, and (5) the number of times the Settlement Class Member and/or his, her, or its counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary, but Persons wishing to be heard orally in opposition to the approval of the Settlement Stipulation, the Plan of Allocation, and/or the Fee and Expense Application are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

25. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, the Order and Final Judgment to be entered approving the Settlement, the Plan of Allocation, and/or the Fee and Expense Application, unless otherwise ordered by the Court; shall be bound by all the terms and

provisions of the Settlement Stipulation and by all proceedings, orders and judgments in the Action; and shall also be foreclosed from appealing from any judgment or order entered in this Action.

26. The Court reserves the right to adjourn the Settlement Hearing without any further notice other than entry of an Order on the Court's docket, and to approve the Settlement without further notice to the Settlement Class.

27. All papers in support of the Settlement, the Plan of Allocation and/or the Fee and Expense Application shall be filed and served no later than thirty-five (35) calendar days before the Settlement Hearing.

28. Any submissions filed in response to any objections or in further support of the Settlement, the Plan of Allocation and/or the Fee and Expense Application shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

29. Defendant Equity Trust, their counsel, their Insurers and other Released Parties shall have no responsibility for, or liability with respect to, the Plan of Allocation or any application for attorneys' fees and interest, or expenses or payments to the Class Representatives submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

30. Pending final determination of whether the Settlement should be approved, all Releasing Parties shall be enjoined from commencing, prosecuting, or attempting to prosecute any Released Claims against any Released Party in any court or tribunal or proceeding. Unless and until the Settlement Stipulation is cancelled and terminated pursuant to the Settlement Stipulation, all proceedings in the Action, other than such proceedings as may be necessary to carry out the

terms and conditions of the Settlement Stipulation, are hereby stayed and suspended until further order of the Court.

31. All funds held by the Escrow Agent shall be deemed and considered to be in the custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the Settlement Stipulation and Plan of Allocation and/or further order(s) of the Court.

32. Neither the Settlement Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendants, their counsel, their Insurers or any of the other Released Parties of the truth of any of the allegations in the Actions, or of any liability, fault, or wrongdoing or any kind and shall not be construed as, or deemed to be evidence of or an admission or concession that Class Representatives or any Settlement Class Members have suffered any damages, harm, or loss. Further, neither the Settlement Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, nor this Order shall be construed as an admission or concession by the Class Representatives of the validity of any factual or legal defense or of the infirmity of any of the claims or facts alleged in the Actions.

33. In the event the Settlement is not consummated in accordance with the terms of the Settlement Stipulation, then the Settlement Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Settlement Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any Settling Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Settling Parties or the Released Parties, and each Settling Party shall be restored

to his, her or its respective litigation positions as they existed prior to August 4, 2021, pursuant to the terms of the Settlement Stipulation.

34. The Court reserves the right to alter the time or the date of the Settlement Hearing without further notice to the Class Members, provided that the time or the date of the Settlement Hearing shall not be set at a time or date earlier than the time and date set forth in ¶ 6 above. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement Stipulation, including by way of illustration and not limitation, any dispute concerning any Proof of Claim and Release Form submitted and any future requests by one or more of the Parties that the Order and Final Judgment, the releases and/or the permanent injunction set forth in the Settlement Stipulation be enforced.

Dated: New York, New York
_____, 2021

HONORABLE J. PAUL OETKEN
UNITED STATES DISTRICT JUDGE

EXHIBIT I-A-1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE LIFETRADE LITIGATION:

CIVIL ACTION NO. 1:17-cv-02987

This Document Relates to: ALL ACTIONS

**NOTICE OF PENDENCY OF CLASS ACTION, SHAREHOLDER DERIVATIVE
ACTION AND PROPOSED SETTLEMENT, PRELIMINARY APPROVAL ORDER,
SETTLEMENT FAIRNESS HEARING AND MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

**IF YOU PURCHASED OR OTHERWISE ACQUIRED SHARES OF THE LIFETRADE
FUND B.V., LTRADE PLUS LTD. AND/OR LTRADE FIXED CAPITAL (BVI) LTD.
("LIFETRADE" OR THE "LIFETRADE FUNDS") OR ARE A CURRENT
SHAREHOLDER, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION
SETTLEMENT (THE "SETTLEMENT").**

Under law, a federal court has authorized this Notice. This is not attorney advertising.

**PLEASE READ THIS NOTICE CAREFULLY. Your legal rights are affected whether
you act or do not act.**

- If approved by the Court, the Settlement will provide four million five hundred thousand dollars (\$4,500,000) (the "Settlement Amount") gross, plus interest as it accrues, minus attorneys' fees, costs, administrative expenses, and net of any taxes on interest, to pay claims of investors, whether individual, corporate or in any form, (i) who invested in one or more of the Lifetrade Funds (including The Lifetrade Fund B.V., LTrade Plus Ltd. and LTrade Fixed Capital (BVI) Ltd.), and/or (ii) their predecessors and successors in interest.
- Attorneys for Plaintiffs, the Class, and the Lifetrade Funds ("Class Counsel") intend to ask the Court to award them fees of up to one-third of the Settlement Amount or one million five hundred thousand dollars (\$1,500,000.00), reimbursement of litigation expenses of no more than \$500,000.00, and an award to the Class Representatives and Derivative Plaintiffs collectively not to exceed \$60,000.00 (\$10,000.00 each). If approved by the Court, these amounts will be paid from the Gross Settlement Fund.

- Your actual recovery, if any, will depend on the aggregate losses of all Settlement Class Members, the purchase prices of Lifetrade shares, and the total number and amount of claims filed.
- The Settlement resolves the claims against Defendant TMF Curaçao N.V. (“Equity Trust”). Plaintiffs continue to pursue the Action against Defendants Wells Fargo Bank, N.A., Wells Fargo Bank Northwest, N.A., Wells Fargo Delaware Trust Company, N.A., and ATC Realty Fifteen, Inc., (“Wells Fargo”), S&P Global, Inc. (“S&P”) (as to individual claims only), and the Estate of Roy G. Smith (“Smith’s Estate”) (collectively, the “non-settling Defendants”).
- The litigation concerns whether the non-settling Defendants and Equity Trust engaged in misconduct violating various laws by allegedly making knowing and/or negligent misrepresentations in statement to investor, concealment of facts material to investors, breaching fiduciary duties to Lifetrade and/or to shareholders, aiding and abetting others in the breach of fiduciary duties, conspiracy to commit fraud, and/or others acts or omissions that resulted in the total loss of value of investments in Lifetrade. Equity Trust has denied and continues to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted by Plaintiffs. Equity Trust has also denied, *inter alia*, the allegations that Plaintiffs, the Lifetrade Funds, or the Settlement Class have suffered damages or that Plaintiffs, the Lifetrade Funds, or the Settlement Class were harmed by the conduct alleged in the Actions. Equity Trust continues to believe the claims asserted against it in the Actions are without merit.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM NO LATER THAN _____, 2021	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN _____, 2021	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants or the other Released Parties about the legal claims in this case.
OBJECT NO LATER THAN _____, 2021	Write to the Court about why you do not like the Settlement.
GO TO A HEARING ON _____, 2021	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. You will also be giving up your rights regarding all claims released by this Settlement and any other lawsuit as to the subject matter of this Settlement.

INQUIRIES

Please do not contact the Court regarding this Notice. All inquiries concerning this Notice, the Lifetrade Litigation Claim Form and Release, or any other questions by Settlement Class Members should be directed to one of the following:

Lifetrade Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063 Tel.: (866) 274-4004 Fax: (610) 565-7985 info@strategicclaims.net	Charles Siegel, Esq. WATERS & KRAUS, LLP 3141 Hood Street, Suite 700 Dallas, TX 75219 Tel: (214) 357-6244 Fax: (214) 357-7252 siegel@waterskraus.com	Steven Phillips, Esq. Diane Paolicelli, Esq. PHILLIPS & PAOLICELLI, LLP 747 Third Avenue, 6 th Floor New York, New York 10017 Tel.: 212-388-5100 Fax: 212-388-5200 sphillips@p2law.com dpaolicelli@p2law.com
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DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement entered into among the Plaintiffs, the Class Representatives, the Lifetrade Funds, and Equity Trust dated August 4, 2021 (the “Settlement Stipulation”).

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You or someone in your family may have invested in the Lifetrade funds, acquired an interest in Lifetrade securities, or are a current shareholder of the Lifetrade Funds.

2. What is this lawsuit about?

The case is known as *In re Lifetrade Litigation.*, Master File No. 1:17-cv-02987-JPO-KHP (S.D.N.Y.) (the “Action”), and includes the related Consolidated Actions, (i) *Aviles v. S&P Global, Inc.*, Case No. 1:17-cv-02987-JPO-KHP; (ii) *Benedetto v. ATC Realty Fifteen, Inc.*, Case No. 1:17-cv-06087-JPO-KHP; (iii) *Acebedo v. ATC Realty Fifteen, Inc.*, Case No. 1:17-cv-07034-JPO-KHP; (iv) *Alvarez v. ATC Realty Fifteen Inc.*, Case No. 1:18-cv-00128-JPO-KHP; and (v) *Areco v. ATC Realty Fifteen, Inc.*, Case No. 1:18-cv-02416-JPO-KHP (collectively, the “Actions”). The Court in charge of the case is the United States District Court for the Southern District of New York. The case, including the claims against Equity Trust, is both a class action and a shareholder derivative litigation.

The Action, both a class action on behalf of Lifetrade investors and a derivative action on behalf of the Lifetrade Funds, involves allegations that Defendants violated various laws by misleading investors into purchasing millions of dollars of Lifetrade shares while Lifetrade’s chief executive officer Roy G. Smith siphoned funds away from Lifetrade for personal gain. Plaintiffs allege Equity Trust held various roles at Lifetrade and shirked its various duties during this period, contributing to the investors’ losses. Plaintiffs further allege that investors were left holding the bag when Wells Fargo wrongfully seized upon a

cash-strapped Lifetrade to acquire Lifetrade's portfolio for its own gain. Equity Trust and the non-settling Defendants have denied and continue to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Actions. The Settlement shall in no event be construed as, or deemed to be evidence of, liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Parties, or of any infirmity of any defense, or of any damages to the Plaintiffs, the Lifetrade Funds, or any other Settlement Class Member.

The Settlement resolves the individual, class action, and shareholder derivative claims in the Actions concerning Equity Trust only, including any claims or potential claims, whether known or unknown, concerning Equity Trust. The Actions are ongoing against the non-settling Defendants as individual actions against S&P, as class and derivative actions against Wells Fargo, and as individual, derivative, and class actions against the Estate of Roy G. Smith.

3. Why is this a class action?

In a class action, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known as class members. One court resolves all of the issues for all class members, except for those class members who exclude themselves from the class.

4. Why is this a shareholder derivative action?

In a shareholder derivative action, one or more shareholders file a lawsuit in the name of the company they invested in. These shareholders, as plaintiffs, take legal action when they believe the company they hold an ownership stake in acted or did not act in some manner that harmed the company and its shareholders. The shareholder derivative action seeks to protect both the company and its investors.

5. Why is there a Settlement?

Plaintiffs and Equity Trust do not agree regarding the merits of Plaintiffs' allegations and Equity Trust's defenses with respect to liability or the amount of damages, if any, that would be recoverable if Plaintiffs were to prevail at trial on each claim. The issues on which Plaintiffs and the Equity Trust disagree include, but are not limited to, (1) whether Equity Trust facilitated the misconduct Plaintiffs' allege, resulting in the loss of Plaintiffs' investments; (2) whether Equity had duties to investors and/or the Lifetrade Funds, and whether or not Equity Trust violated those duties; (3) whether Equity Trust had knowledge of and participated in the alleged misconduct; (4) the causes of the loss in the value of the Lifetrade securities; and (5) the amount of alleged damages, if any, that could be recovered at trial.

This matter has not gone to trial and the Court has not decided in favor of either Plaintiffs or any of the Defendants. Instead, Plaintiffs and Equity Trust have agreed to settle the case. Plaintiffs and Class Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by Equity Trust. Among the reasons that Plaintiffs and Class Counsel believe the Settlement is fair is the fact that there is uncertainty about whether they will be able to prove whether Equity Trust had certain duties with respect to the Lifetrade Funds and investors, that Equity Trust violated those duties, that Equity Trust had knowledge of misconduct or actively participated in any misconduct, that the alleged violations or misconduct actually caused the Settlement Class any damages, and the amount of damages, if any.

Even if Plaintiffs were to win at trial, and also prevail on any on appeal, Plaintiffs might not be able to collect some, or all, of any judgment they are awarded. Moreover, while litigation of this type is usually expensive, it appears that, even if Plaintiffs' allegations were found to be true, the total amount of damages to which Settlement Class Members would be entitled could be substantially reduced.

As part of the Settlement, Plaintiffs agree that they shall indemnify, defend and hold harmless the Released Parties and the Related Parties for, from and against: (i) any and all

actions, causes of action, claims, duties, debts, demands, rights, disputes, suits, matters, damages, losses, obligations, proceedings, issues, judgments and liabilities of every nature and description whatsoever that any current, prior or future defendant in any of the Consolidated Actions may have or assert against the Released Parties and/or the Related Parties relating in any way to Equity Trust's involvement with any of the Lifetrade Funds, including, without limitation, Unknown Claims and claims for contribution ("Cross Claims"); (ii) the filing or prosecution of any Released Claims. Plaintiffs shall each be jointly and severally liable for these obligations, and each Released Party and Related Party may individually enforce these provisions.

6. How do I know if I am part of the Settlement?

The Settlement Class consists of all investors, whether individual, corporate or in any form, (i) who invested in one or more of the Lifetrade Funds (including The Lifetrade Fund B.V., LTrade Plus Ltd. and LTrade Fixed Capital (BVI) Ltd.), and/or (ii) their predecessors and successors in interest. Excluded from the Settlement Class are Defendants, the present and former officers and directors of Lifetrade and Equity Trust, members of the Immediate Family of any Defendant and the legal representatives, heirs, successors and assigns of any of the foregoing, as well as any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are those Persons who submit valid and timely requests for exclusion from the Settlement Class in accordance with the requirements set forth in the Notice.

7. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Opt-Outs, *i.e.*, those Persons who timely and validly request exclusion from the Settlement Class, and (ii) Defendants, the present and former officers and directors of Lifetrade and Equity Trust, and any subsidiary thereof, and the immediate family members, legal representatives, heirs, successors or assigns of such excluded persons and any entity in which any excluded Person has or had a controlling interest.

8. Are there exceptions to being excluded?

Yes. By law, persons and entities who have brought suit in their own names as individual Plaintiffs in the Actions cannot request exclusion or Opt-Out. However, named individual Plaintiffs may still file objections to the Plan of Allocation or award of attorneys' fees.

9. I am still not sure whether I am included.

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, Strategic Claims Services, by toll-free phone at (866) 274-4004 or by facsimile at (610) 565-7985, visit the website www.strategicclaims.net, or fill out and return the Lifetrade Litigation Claim Form and Release described in Question 10, to see if you qualify.

10. What does the Settlement provide?

a. What is the settlement fund?

The proposed Settlement provides for Equity Trust to pay four million five hundred thousand dollars (\$4,500,000) into a settlement fund (the "Settlement Fund"). The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the settlement fund will be used to pay attorneys' fees and reasonable litigation expenses to Class Counsel and any award to the Class Representatives. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing this Notice and the costs of publishing notice. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court.

b. What can you expect to receive under the proposed Settlement?

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and/or redeemed Lifetrade securities; (iii) the prices of your purchases and redemptions; (iv) the amount of administrative costs, including the

costs of notice; and (v) the amount awarded by the Court to Class Counsel for attorneys' fees, costs, and expenses and to Class Representatives.

The Claims Administrator will determine each Settlement Class Member's *pro rata* share of the Net Settlement Fund based upon each Settlement Class Member's valid "Recognized Claim." The Recognized Claim formula is not intended to be an estimate of the amount that a Settlement Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Settlement Class Members pursuant to the Settlement. The Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Settlement Class Members with valid claims.

The Net Settlement Fund will be distributed to Settlement Class Members who submit a Lifetrade Litigation Claim Form and Release and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Settlement Stipulation or by order of the Court under the below Plan of Allocation ("Authorized Claimants"). Equity Trust has denied and continues to deny these allegations and any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Actions.

c. Proposed Plan of Allocation of the Net Settlement Fund Among Class Members

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants on a pro rata basis.

d. Calculation of Recognized Loss Per Lifetrade Share

For each Lifetrade share purchased or otherwise acquired and currently held, the Recognized Loss per share shall be calculated as follows:

- i. For each Lifetrade share that purchased or otherwise acquired and subsequently redeemed, the Recognized Loss per share is \$0.
- ii. For each Lifetrade share purchased or otherwise acquired that was not redeemed and held to present, the Recognized Loss per security is calculated using the last Net Asset Value ("NAV") of the relevant Lifetrade Fund before the suspension of the NAV in March of 2012.

The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of eligible claimants that participate in the Settlement, and when their securities were purchased and sold. The number of claimants who send in claims varies widely from case to case.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses, including those of Class Counsel as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance will then be distributed to a non-sectarian, not-for-profit organization identified by Class Counsel and approved by the Court.

11. How can I get a payment?

To qualify for a payment, you must submit a form entitled “Lifetrade Litigation Claim Form and Release.” This Lifetrade Litigation Claim Form and Release is attached to this Notice. The attached Lifetrade Litigation Claim Form and Release must be filled out, signed in the location indicated, and mailed postmarked no later than _____, 2021; faxed; or emailed to the Claims Administrator:

Lifetrade Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063
Toll-Free: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself from the Settlement Class by the _____ deadline, you will remain a member of the Settlement Class and will be bound by the release of claims against the Equity Trust the Settlement is approved. That means you and all other Settlement Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members heirs, representatives, administrators, executors, devisees, legatees, and estates will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) as against Equity Trust any and all claims which arise out of, are based upon or relate in any way to investments in the Lifetrade Funds. It means that all of the Court's orders will apply to you and legally bind you. That means you will accept a share of the Net Settlement Fund as sole compensation for any losses you suffered in investing and/or acquiring an interest in one or more of the Lifetrade Funds. The specific terms of the release are included in the Settlement Stipulation.

13. How do I get out of the Settlement?

If you are not a named, individual Plaintiff in the Actions and you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Equity Trust or other Released Parties on your own regarding the claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must mail a letter that (A) clearly indicates your name, address, phone number and e-mail contact information (if any) and

states that you “request to be excluded from the Settlement Class in *In re Lifetrade Litigation*, Master File No. 1:17-cv-02987-JPO-KHP (S.D.N.Y.),” and (B) states the date, name of fund and share class, number of shares and dollar amount of each Lifetrade securities purchase or acquisition, and, if applicable, sale transaction or redemptions. In order to be valid, such request for exclusion must be submitted with documentary proof (i) of each purchase and, if applicable, sale transaction or other conveyance of Lifetrade securities; and (ii) demonstrating your status as a beneficial owner of the Lifetrade securities. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be received no later than _____, 2021, to the Claims Administrator at the following address:

Lifetrade Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063

You cannot exclude yourself by telephone or by e-mail.

If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the judgment in this case.

14. If I do not exclude myself, can I sue Defendant Equity Trust or the other Released Parties for the same thing later?

No. Unless you followed the procedure outlined in the Notice to exclude yourself, you give up any right to sue Equity Trust or other Released Parties for the claims being released in this Settlement. If you have a pending lawsuit related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit. If you are a named, individual Plaintiff in the Actions, you cannot exclude yourself.

15. Do I have a lawyer in this case?

Phillips & Paolicelli, LLP and Waters & Kraus, LLP are Co-Counsel for Plaintiffs, the Lifetrade Funds, and the Class (“Class Counsel”), and represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for Phillips & Paolicelli LLP and Waters & Kraus LLP is provided below.

16. How will the lawyers be paid?

Class Counsel have expended considerable time litigating this action on a contingent fee basis and have paid for the expenses of the case themselves. They have not been paid attorneys’ fees or reimbursed for their expenses in advance of this Settlement. Class Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys’ fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Class Counsel will not receive attorneys’ fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Class Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys’ fees in an amount not to exceed one-third of the Settlement, or \$1,500,000.00, for reimbursement of reasonable litigation expenses not to exceed \$500,000.00 and an award to Class Representatives in an amount not to exceed \$60,000.00 in total, or \$10,000.00 each. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

17. How do I tell the Court that I do not like the Settlement?

You can tell the Court you do not agree with the Settlement, any part of the Settlement, Class Counsel’s motion for attorneys’ fees and expenses and application for an award to Class Representatives, and that you think the Court should not approve the Settlement, by filing with the Court your statement that you object to the Settlement in the matter of *In re Lifetrade Litigation*, Master File No. 1:17-cv-02987-JPO-KHP (S.D.N.Y.). Be sure to include (1) your name, address, and telephone number; (2) a list of all purchases and/or or

redemptions of Lifetrade securities in order to show membership in the Settlement Class; (3) all grounds for the objection, including any legal support known to you or your counsel; (4) the name, address and telephone number of all counsel, if any, who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection; and (5) the number of times you and/or your counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to serve copies of any objections, papers and briefs to **each** of the addresses listed below, to be received no later than twenty-eight (28) days before the Settlement Hearing, or by _____, 2021:

THE S.D.N.Y. COURT: Clerk of the Court United States District Court Southern District of New York 500 Pearl Street New York, New York 10007	CLASS COUNSEL: Steven Phillips, Esq. Diane Paolicelli, Esq. PHILLIPS & PAOLICELLI, LLP 747 Third Avenue, 6th Floor New York, New York 10017 Charles Siegel, Esq. WATERS & KRAUS, LLP 3141 Hood Street, Suite 700 Dallas, TX 75219	COUNSEL FOR EQUITY TRUST: Susan L. Saltzstein, Esq. James W. Brown, Esq. SKADDEN, ARPS, SLATE MEAGHER & FLOM, LLP One Manhattan West New York, NY 10001
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18. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Settlement Hearing on _____, 2021, at ____:____ a.m., at the United States District Court, Southern District of New York, 40 Foley Square, Courtroom _____, New York, New York 10007.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel for attorneys' fees and expenses and how much to award Class Representatives.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

21. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the Released Claims (as defined in the Settlement Stipulation) ever again.

DATED: _____

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF NEW YORK

EXHIBIT I-A-2

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

IN RE LIFETRADE LITIGATION:

CIVIL ACTION NO. 1:17-cv-02987

This Document Relates to: ALL ACTIONS

**SUMMARY NOTICE OF PENDENCY OF CLASS ACTION, SHAREHOLDER
DERIVATIVE ACTION AND PROPOSED SETTLEMENT, PRELIMINARY
APPROVAL ORDER, SETTLEMENT FAIRNESS HEARING AND MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF
LITIGATION EXPENSES**

TO: ALL PERSONS, INDIVIDUAL, CORPORATE OR IN ANY FORM, (I) WHO INVESTED IN ONE OR MORE OF THE LIFETRADE FUNDS (INCLUDING THE LIFETRADE FUND B.V., LTRADE PLUS LTD. AND LTRADE FIXED CAPITAL (BVI) LTD.), AND/OR (II) THEIR PREDECESSORS AND SUCCESSORS IN INTEREST¹ PLEASE SEE THE WEBSITE MAINTAINED BY THE CLAIMS ADMINISTRATOR, WWW.STRATEGICCLAIMS.NET, FOR A LIST OF COVERED SECURITIES.

PLEASE READ THIS NOTICE CAREFULLY, AS YOUR RIGHTS WILL BE AFFECTED BY A PROPOSED CLASS ACTION AND SHAREHOLDER DERIVATIVE SETTLEMENT PENDING IN THIS COURT.

¹ The Settlement Class excludes Defendants, current or former officers and directors of Lifetrade and Equity Trust, members of their immediate families and their legal representatives, heirs, successors or assigns, any entity in which Lifetrade or Equity Trust have or had a controlling interest. For avoidance of doubt, this exclusion shall not cover "Investment Vehicles," which for these purposes shall mean any investment company, pooled investment fund or separately managed account (including, but not limited to, mutual fund families, exchange-traded funds, fund of funds, private equity funds, real estate funds, hedge funds, and employee benefit plans) in which any Defendant or any of its affiliates has or may have a direct or indirect interest or as to which any Defendant or any of its affiliates may act as an investment advisor, general partner, managing member or in other similar capacity.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York, (1) that the above-captioned class and shareholder derivative Action has been preliminarily certified as a class action (the "Settlement") for settlement purposes on behalf of the Settlement Class, except for certain persons and entities who are excluded from the Settlement Class by definition; and (2) that a settlement of the Action for US\$4.5 million in cash has been proposed. A hearing will be held on _____, at _:_ .m., before the Honorable J. Paul Oetken, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, Courtroom ____ to determine (i) whether the proposed settlement should be approved by the Court as fair, reasonable and adequate; (ii) whether the Action should be dismissed with prejudice and the Released Parties should be released from the Settled Claims specified and described in the Equity Trust Stipulation and the Class Claims and Derivative Claims specified and described in the Stipulation and Agreement of Settlement entered into among the Plaintiffs, Class Representatives, the Lifetrade Funds and TMF Curaçao, N.V. ("Equity Trust"); (iii) whether the proposed Plan of Allocation for distribution of the settlement proceeds should be approved as fair and reasonable; (iv) whether Class Counsel's motion for an award of attorneys' fees and reimbursement of expenses should be approved; and (v) whether Class Representatives' application for a compensatory award should be approved.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE AFFECTED BY THE PENDING ACTION AND THE SETTLEMENT, AND YOU MAY BE ENTITLED TO SHARE IN THE NET SETTLEMENT FUND. IF YOU REQUESTED EXCLUSION IN RESPONSE TO THE PREVIOUSLY MAILED NOTICE OF PENDENCY OF CLASS ACTION, DATED _____, YOU ARE A SETTLEMENT CLASS MEMBER AND MUST REQUEST EXCLUSION AGAIN IF YOU DO NOT WANT TO BE INCLUDED IN THIS SETTLEMENT AND IF YOU ARE NOT A NAMED PLAINTIFF IN THE ABOVE-CAPTIONED LITIGATION IN THE SOUTHERN DISTRICT OF NEW YORK. A Notice of Pendency of Class Action, Shareholder Derivative Action and Proposed Settlement, Settlement Hearing and Motion for Attorneys' Fees and Reimbursement of Expenses ("Notice"), which includes the proposed Plan of Allocation, identifies certain Settlement Class eligibility and payment requirements. We encourage you to review the Notice. The Notice and the Stipulation may be downloaded from the website maintained by the Claims Administrator, www.strategicclaims.net, or by contacting Class Counsel through their websites, www.p2law.com and www.waterskraus.com. You may also obtain the forms and information by contacting the Claims Administrator at:

In re Lifetrade Litigation
 c/o Strategic Claims Services
 P.O. Box 230
 600 N. Jackson St., Ste. 205
 Media, PA 19063 USA
 Toll-Free: +1 866-274-4004; Fax: +1 610-565-7985
www.strategicclaims.net

If you are a member of the Settlement Class, in order to be eligible to share in the distribution of the Net Settlement Fund, you must, as contemplated in the Court's Order Preliminarily Approving Settlement and Providing for Notice (the "Preliminary Approval Order"), mail a completed Lifetrade Litigation Claim Form and Release postmarked ***no later than*** [_____, fourteen (14) days after the Settlement Hearing].

If you are a Settlement Class Member and do not submit a proper Claim Form and Release, you will not be eligible to share in the distribution of the net proceeds of the Settlement, but you will nevertheless be bound by any judgments or orders entered by the Court in the Action. If you are a member of the Settlement Class and wish to exclude yourself from the Settlement Class, you must submit a request for exclusion so it is received ***no later than*** [_____, thirty-five (35) days before the settlement hearing], in accordance with the instructions set forth in the Notice. If you properly exclude yourself from the Settlement Class, you will not be bound by the Judgment entered by the Court in the Action and you will not be eligible to share in the proceeds of the Settlement. You should note that pursuant to the U.S. Supreme Court decision in *California Public Employees Retirement System v. ANZ Securities, Inc.*, 137 S. Ct. 811 (2017), if you exclude yourself from the Settlement Class, you may forfeit any claims you may have against Defendant Equity Trust relating to your purchase or acquisition of Lifetrade securities and be entitled to no recovery. If you are a named Plaintiff in the above-captioned litigation, you cannot exclude yourself from the settlement. Before you decide to request exclusion from the Settlement Class, you are urged to consult your counsel, at your own expense, to fully evaluate your rights and the consequences of excluding yourself from the Settlement Class.

If you are a Settlement Class Member, you may enter an appearance through counsel at your own expense. See the Notice for further details. Any objections to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel's motion for attorneys' fees and reimbursement of expenses, or Class Representatives' application for a compensatory award, must be filed with the Court and received by Class Counsel and counsel for Equity Trust ***no later than*** [_____, twenty-eight (28) days before the settlement hearing], in accordance with the instructions set forth in the Notice.

Class Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed one-third of the Settlement Fund. Class Counsel also will apply for the reimbursement of expenses paid or incurred in connection with the prosecution and resolution of the Action, in an amount not to exceed \$500,000, which includes reimbursement to Class Representatives and Derivative Plaintiffs for their reasonable costs and expenses (including lost wages) directly relating to their representation of the Class. Class Representatives will request a compensatory award to exceed no more than \$60,000.00, or \$10,000.00 each.

Inquiries other than requests for the Notice, the Claim Form and Release, and/or the Stipulation may be made to Class Counsel: PHILLIPS & PAOLICELLI, LLP, Steven Phillips, Esq., 747 Third Ave., 6th Floor, New York, NY 10017, 1-(212) 388-5100, or by email at sphillips@p2law.com OR WATERS & KRAUS, LLP, Charles Siegel, Esq., 3141 Hood Street, Suite 700, Dallas, TX 75219, 1-(214) 357-6244, siegel@waterskraus.com.

Please do not contact the Court or the Clerk's Office or any Defendant in the Action, or their counsel, regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to Class Counsel or the Claims Administrator.

By Order of the Court

EXHIBIT I-A-3

Lifetrade Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 205
Media, PA 19063

Toll Free Number: 1-866-274-4004
Website: www.strategicclaims.net/lifetrade/
Email: info@strategicclaims.net
Deadline to File a Claim: _____, 202__

Mail ID:
Name
Address
City State Zip

LIFETRADE LITIGATION CLAIM FORM AND RELEASE

DEADLINE FOR FILING CLAIM FORM. This Claim Form must be postmarked for mailing no later than _____, **2021**. The Claim Form can be mailed to Lifetrade Litigation, c/o Strategic Claims Services, 600 North Jackson Street, Suite 205, Media, Pennsylvania 19063, or scan and email to info@strategicclaims.net. Failure to timely submit a claim shall result in a waiver of any rights to participate in any distribution of proceeds from the settlement in the action called *In re Lifetrade Litigation*, Civil Action No. 1:17-cv-02987 (the “Class Action”), currently pending in the United States District Court of the Southern District of New York (the “Settlement”).

Before completing Your Claim Form, please read the Notice of Pendency of Class Action, Shareholder Derivative Action and Proposed Settlement, Preliminary Approval Order, Settlement Fairness Hearing and Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses (“Notice”).

Providing false, misleading or incomplete information or documentation may delay any disbursement from this Settlement, and could jeopardize Your right to a distribution.

The following information, if filled, comes from shareholder registers of the Lifetrade funds and forms the basis of this claim:

Beneficial Owner Name: _____

Lifetrade Fund and Share Class	Number of Lifetrade Fund Shares Currently Held OR Deemed Value of Holding

If the name and address information printed on the reverse side of this form is correct, You do NOT need to provide Your contact information in Part I-A. If the name and address information on the reverse side is incorrect You must check this box and provide Your correct contact information:

- ☐ - My name and address information is NOT correct. Please note, if You need to change the name on this claim, You MUST provide documentation that the new named claimant is eligible to receive the award on behalf of the Beneficial Owner.

PART I-A: NAME AND ADDRESS INFORMATION

Claimant's Name

Co- Claimant's Name

Entity Name (if claimant is not an individual)

Representative or Custodian Name (if different from Claimant(s) listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City

State

Zip Code

Foreign Country (only if not USA)

Telephone Number (Day)

Telephone Number (Evening)

<input type="text"/>	<input type="text"/>
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Email Address

PART I-B: CLAIMANT IDENTIFICATION

Social Security Number or Equivalent

Taxpayer Identification Number or Equivalent

<input type="text"/>	OR	<input type="text"/>
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PART II: CLAIM INFORMATIONPlease check **ONE** box:

- ☐ - The information listed on page 1 of this form regarding the number of Lifetrade Fund shares currently held is correct. If you check this box, you do not need to provide any additional support.
- ☐ - The information listed on page 1 of this form regarding the number of Lifetrade Fund shares currently held is NOT correct OR there is no information listed on page 1. **PLEASE NOTE, if You select this box, you must provide documentation to prove that the information provided is incorrect, such as your brokerage or bank statement showing your current holding of Lifetrade Fund shares or their present value. Failure to provide this information may result in the denial of your claim.**

PART III: RELEASE

Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns or, if I am (we are) submitting this Lifetrade Litigation Claim Form and Release on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Parties" of all "Released Claims," as those terms are defined in the Stipulation and Agreement of Settlement by and Among Plaintiffs, the Lifetrade Funds, and Equity Trust, dated August 4, 2021 ("Settlement Stipulation").

Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns or, if I am (we are) submitting this Lifetrade Litigation Claim Form and Release on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Released Parties.

I (We) submit this Lifetrade Litigation Claim Form and Release under the terms of the Settlement Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release and covenant not to sue 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 this Action. I (We) have not submitted any other claim covering the same purchases or sales of Lifetrade securities and know of no other Person having done so on my (our) behalf.

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.

Signature of Claimant

Date: _____

Print Name of Claimant

Signature of Co-Claimant, if any

Date: _____

Print Name of Co-Claimant

If you move after filing this notice but before you receive a response, please provide your new address to the Claims Administrator by emailing info@strategicclaims.net or calling 1-866-274-4004. Thank You.

EXHIBIT I-A-3-a

Exhibit I-A-3-a

Description	CUSIP / ISIN
The Lifetrade Fund B.V., A Class (USD)	N52615106 / ANN526151066
The Lifetrade Fund B.V., C Class (Yen)	N52615106 / ANN526151066
The Lifetrade Fund B.V., D Class (USD)	N52615106 / ANN526151066
The Lifetrade Fund B.V., P Class	N52615106 / ANN526151066
LTrade Capital	G8799A116 / VGG8799A1167
Ltrade Plus, Ltd.	G8799A116 / VGG8799A1167
LTrade Plus, Ltd. – Celestial Shares	G56959102 / VGG569591024
LTrade Fixed Capital, A Class (USD)	G8799A108 / VGG8799A1084
LTrade Fixed Capital, B Class, 3 Year 5.5% (USD)	N/A / VGG569441048
LTrade Fixed Capital, B Class, 5 Year 7% (USD)	N/A / VGG569441121
LTrade Fixed Capital, C Class, 3 Year 7% (USD)	G8799A124 / VGG8799A1084
LTrade Fixed Capital, C Class, 5 Year 8% (USD)	G8799A124 / VGG8799A1241
LTrade Fixed Capital, D Class, 5 Year (USD)	G56944146 / VGG569441469
Lifetrade A2	N/A / N/A

EXHIBIT I-B

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

IN RE LIFETRADE LITIGATION:

CIVIL ACTION NO. 1:17-cv-02987

This Document Relates to: ALL ACTIONS

[PROPOSED] ORDER AND FINAL JUDGMENT

This matter came before the Court for hearing on _____, 2021, to consider approval of the proposed settlement (“Settlement”) set forth in the Stipulation and Agreement of Settlement by and Among Plaintiffs, the Lifetrade Funds, and Equity Trust dated August 4, 2021, and the exhibits thereto (the “Stipulation”). The Court has reviewed and considered all documents, evidence, objections (if any), and arguments presented in support of or against the Settlement. Good cause appearing therefore, the Court enters this Order and Final Judgment (“Judgment”).

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Order hereby incorporates by reference the definitions in the Stipulation and all capitalized terms, unless otherwise defined herein, shall have the same meanings as set forth in the Equity Trust Stipulation.
2. This Court has jurisdiction to enter this Order and Final Judgment. The Court has jurisdiction over the subject matter of this application and all matters relating thereto, and personal jurisdiction solely with respect to the Settlement over the Settling Parties, Derivative Plaintiffs (individually and derivatively on behalf of the Lifetrade Funds), Settlement Class Members, and all Members of the Class who have not timely and validly requested exclusion.
3. This Court hereby approves the Settlement set forth in the Stipulation and finds that the Settlement is, in all respects, fair, reasonable, and adequate to each of the Settling Parties, The Lifetrade Funds, and current Lifetrade Fund shareholders, and hereby finally approves the

{00064018}

Settlement in all respects and directs the Settling Parties to perform the terms of the Settlement as set forth in the Stipulation.

4. The Court hereby affirms its findings Order Preliminarily Approving Settlements and Providing for Notice dated _____, 2021 (the “Preliminary Approval Order”), that for purposes of the Settlements only, the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. The Court further affirms its determinations in the Preliminary Approval Order and finally certifies, for purposes of the Settlements only, pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Action to proceed as a class action on behalf of: All investors, whether individual, corporate or in any form, (i) who invested in one or more of the Lifetrade Funds (including The Lifetrade Fund B.V., LTrade Plus Ltd. and LTrade Fixed Capital (BVI) Ltd.), and/or (ii) their predecessors and successors in interest..

6. The Court finds that the Notice of Pendency of Class Action, Shareholder Derivative Action, and Proposed Settlement, Preliminary Approval Order, Settlement Fairness Hearing and Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses (“Notice”) was given in accordance with the Preliminary Approval and Scheduling Order entered

on _____, 2021. The Notice and its form and method of notifying the Settlement Class of the pendency of the action as a class action and a shareholder derivative action, and of the terms and conditions of the proposed Settlement was reasonable, constituted the most practicable notice under the circumstances to current Lifetrade Fund shareholders, complied with the requirements of federal law and due process, and constituted due and sufficient notice of the matters set forth therein to all persons entitled thereto.

7. Pursuant to and in compliance with Rules 23 and 23.1 of the Federal Rules of Civil Procedure, the Court hereby finds that due and adequate notice of these proceedings was directed to Plaintiffs, individually and derivatively on behalf of the Lifetrade Funds, and Persons who are Settlement Class Members, advising them of the Settlements, of the right to seek exclusion, of Class Counsel's intent to apply for attorney's fees and reimbursement of expenses associated with the Action, of Class Representatives' and Derivative Plaintiffs' intent to seek a compensatory award, and of their right to object thereto, and a full and fair opportunity was accorded to Plaintiffs, individually and derivatively on behalf of the Lifetrade Funds, and Persons who are Settlement Class Members to be heard with respect to the Settlements. Thus, it is hereby determined that all Settlement Class Members, who did not timely and validly elect to exclude themselves by written communication received by the Claims Administrator no later than the date set forth in the Notice and the Preliminary Approval Order are bound by this Order and Final Judgment.

8. Pursuant to and in compliance with Rules 23 and 23.1 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement as set forth in the Stipulation, and finds that the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of the Settlement Class Members. This Court further finds that the Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests

of the Settling Parties. Accordingly, the Settlement embodied in the Stipulation is hereby approved in all respects and shall be consummated in accordance with the terms and provisions of the Stipulation.

9. The Court finds that the Settling Parties each represents that they have complied fully with the strictures of Fed. R. Civ. P. 11 in connection with the commencement, maintenance, prosecution, defense and settlement of the Action.

10. The Court hereby dismisses the Actions with prejudice and without costs to the Settling Parties, except as otherwise provided in the Stipulation.

11. Upon the Effective Date, Plaintiffs (individually and derivatively on behalf of the Lifetrade Funds), Class Representatives, Derivative Plaintiffs, Settlement Class Members, any other current Lifetrade Fund shareholders on behalf of Lifetrade, and Plaintiffs' Counsel shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims) against the Released Parties.

12. Upon the Effective Date hereof, the Settling Parties and each of the Lifetrade Funds' shareholders (solely in their capacity as Lifetrade Fund shareholders) are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Released Claims against any of the Released Persons as set forth in and in accordance with the terms of the Stipulation. Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce the terms of the Stipulation.

13. Upon the Effective Date, Plaintiffs shall indemnify, defend and hold harmless the Released Parties and the Related Parties for, from and against: (i) any and all actions, causes of action, claims, duties, debts, demands, rights, disputes, suits, matters, damages, losses, obligations,

proceedings, issues, judgments and liabilities of every nature and description whatsoever that any current, prior or future defendant in any of the Consolidated Actions may have or assert against the Released Parties and/or the Related Parties relating in any way to Equity Trust's involvement with any of the Lifetrade Funds, including, without limitation, Unknown Claims and claims for contribution ("Cross Claims"); (ii) the filing or prosecution of any Released Claims. Plaintiffs shall each be jointly and severally liable for their obligations set forth in this paragraph. Each Released Party and Related Party may individually enforce the provisions of this paragraph.

14. Upon the Effective Date, to the fullest extent permitted by law, all Persons shall be permanently enjoined, barred and restrained from bringing, commencing, prosecuting or asserting any claims, actions, or causes of action for contribution, indemnity or otherwise against Equity Trust or any of the Released Parties seeking as damages or otherwise the recovery of all or any part of any liability, judgment or settlement which they pay or are obligated to pay or agree to pay to the Class Representatives, Derivative Plaintiffs, The Lifetrade Funds, or any Settlement Class Member arising out of, relating to or concerning any acts, facts, statements or omissions that were or could have been alleged in the Action, whether arising under state, federal or foreign law as claims, cross-claims, counterclaims, third-party claims or otherwise, in the District Court or any other federal, state, or foreign court, or in any arbitration proceeding, administrative agency proceeding, tribunal, or any other proceeding or forum.

15. The Court hereby approves the Fee and Expense Award of \$1,500,000 in fees and \$500,000 in return of disbursements and finds that such fee is fair and reasonable, and directs payment of the Fee and Expense Award in accordance with the terms of the Stipulation.

16. The Court hereby approves the Service Awards of \$10,000 for each Class Representative and Derivative Plaintiff to be paid from Plaintiffs' Counsel's Fee and Expense Award in recognition of Plaintiffs' participation and efforts in the prosecution of the Actions.

17. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement, is or may be deemed to be or may be used as: (a) an admission or concession of, or evidence of, the validity of any Released Claim or any fault, wrongdoing, or liability of the Defendants; (b) an admission or concession by Plaintiffs or any Lifetrade Fund shareholder of any infirmity in the claims asserted in the Complaints; or (c) an admission or concession of, or evidence of, any fault, wrongdoing, or liability of any of the Released Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Released Persons may file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, equitable estoppel, judicial estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, and any of the Settling Parties may file the Stipulation and documents executed pursuant, and in furtherance thereof in any action to enforce the Settlement.

18. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement; (b) the allowance, disallowance or adjustment of any Settlement Class Member's claim on equitable grounds and any award or distribution of the Settlement Funds; (c) disposition of the Settlement Funds; (d) hearing and determining Class Counsel's application for attorneys' fees, costs, interest and expenses, including fees and costs of experts and/or consultants; (e) Class Representatives' request for a

compensatory award; (f) enforcing and administering this Order and Final Judgment; (g) enforcing and administering the Stipulation including any releases executed in connection therewith; and (h) other matters related or ancillary to the foregoing.

19. Without further Order of the Court, the parties may agree to reasonable extensions of time to carry out any provisions of the Stipulation.

20. There is no reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed by the Court.

IT IS SO ORDERED.

Dated: _____
New York, New York

HONORABLE J. PAUL OETKEN
UNITED STATES DISTRICT JUDGE

EXHIBIT I-C

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

IN RE LIFETRADE LITIGATION:

CIVIL ACTION NO. 1:17-cv-02987

This Document Relates to: ALL ACTIONS

[PROPOSED] ORDER APPROVING PLAN OF ALLOCATION

This matter having come before the Court on _____, 2021 on the parties' motion for approval of the Plan of Allocation of the proceeds of the Settlements in the above-captioned action; the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Order hereby incorporates by reference the definitions in the Stipulation and Agreement of Settlement entered into among the Plaintiffs, the Class Representatives, the Lifetrade Entities, and Equity Trust dated August 4, 2021 (the "Stipulation"), and all capitalized terms, unless otherwise defined herein, shall have the same meanings as set forth in the Stipulation.

2. Pursuant to and in full compliance with Rules 23 and 23.1 of the Federal Rules of Civil Procedure, the Court hereby finds and concludes that due and adequate notice was directed to all persons who are Settlement Class Members who could be identified with reasonable effort, advising them of the Plan of Allocation and of their right to object thereto, and a full and fair opportunity was accorded to all persons and entities who are Settlement Class Members to be heard with respect to the Plan of Allocation.

3. The Court finds and concludes that the formula for the calculation of the claims of Authorized Claimants, which is set forth in the Notice of the Proposed Settlements sent to Settlement Class Members, provides a fair and reasonable basis upon which to allocate the

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proceeds of the Net Settlement Funds established by the Settlements among the Plaintiffs and Settlement Class Members, with due consideration having been given to administrative convenience and necessity.

4. The Court finds that the Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Fund among the Plaintiffs and Settlement Class Members and the Court approves the Plan of Allocation.

Dated: _____, 2021
New York, New York

HONORABLE J. PAUL OETKEN
UNITED STATES DISTRICT JUDGE

EXHIBIT I-D

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

IN RE LIFETRADE LITIGATION:

CIVIL ACTION NO. 1:17-cv-02987

This Document Relates to: ALL ACTIONS

**[PROPOSED] ORDER AWARDING ATTORNEYS' FEES
AND REIMBURSEMENT OF LITIGATION EXPENSES**

This matter having come before the Court on _____, 2021 on the application of Counsel for an award of attorneys' fees and expenses (the "Fee Motion"), the Court, having considered all papers filed and proceedings conducted herein, having found the Settlement of this Litigation to be fair, reasonable and adequate, and otherwise being fully informed in the premises and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Order hereby incorporates by reference the definitions in the Stipulation and Agreement of Settlement entered into among the Plaintiffs, the Class Representatives, the Lifetrade Entities, and Equity Trust dated August 4, 2021 (the "Stipulation"), and all capitalized terms, unless otherwise defined herein, shall have the same meanings as set forth in the Stipulation.

2. This Court has jurisdiction over the subject matter of this application and all matters relating thereto, including all Members of the Class who have not timely and validly requested exclusion.

3. Class Counsel are awarded attorneys' fees in the amount of \$1,500,000.00, or 33% percent, of the Settlement Fund, and also experts' fees and expenses, in the amount of \$500,000.00, to be paid proportionally from the Settlement Fund, together with interest earned, such awarded amounts to be paid from out of the Settlement Fund within ten (10) days of Equity Trust (or its

insurers) payment of the Settlement Amount into the Escrow Account following the Effective Date, notwithstanding any timely-filed objections to the settlement or the fee request, or any appeal therefrom or any collateral attack on the settlement or fee award, subject to the undertakings and guarantees set forth in ¶¶ 41 and 60 of the Stipulation.

4. If the Effective Date does not occur or if the Stipulation is terminated, then any award of fees and/or expenses is no longer payable..

5. If any award of fees and expenses is reduced or reversed on appeal, or should it be determined that Class Counsel is not entitled to fees and expenses, Class Counsel and all other Class Representatives' counsel to whom Class Counsel has distributed payments shall within thirty (30) days from the date of a Final order by the Second Circuit directing such reduction or reversal, make such refunds as are required by such Final order, and such funds shall be distributed by the Escrow Agent to the Settlement Class in the manner directed in the Final order. Class Counsel's law firm shall be liable for any failure of Class Counsel to refund or repay the fees and expenses.

6. Class Representative and Derivative Plaintiff Hugo Leonardo Carlini is awarded the sum of \$_____, as reasonable costs and expenses and as a compensatory award directly relating to the representation of the Settlement Class, such amount to be paid proportionally from out of the Settlement Funds no later than ten (10) business days after this Order and the Judgment become Final.

7. Class Representative and Derivative Plaintiff Martin Ricardo Miranda is awarded the sum of \$_____, as reasonable costs and expenses and as a compensatory award directly relating to the representation of the Settlement Class, such amount to be paid proportionally from out of the Settlement Funds no later than ten (10) business days after this Order and the Judgment become Final.

8. Class Representative and Derivative Plaintiff Carlos Alberto Wehbi is awarded the sum of \$_____, as reasonable costs and expenses and as a compensatory award directly relating to the representation of the Settlement Class, such amount to be paid proportionally from out of the Settlement Funds no later than ten (10) business days after this Order and the Judgment become Final.

9. Class Representative Carlos Adrian Ferreti is awarded the sum of \$_____, as reasonable costs and expenses and as a compensatory award directly relating to the representation of the Settlement Class, such amount to be paid proportionally from out of the Settlement Funds no later than ten (10) business days after this Order and the Judgment become Final.

10. Class Representative Daniel Ergasto Gomez Cusco is awarded the sum of \$_____, as reasonable costs and expenses and as a compensatory award directly relating to the representation of the Settlement Class, such amount to be paid proportionally from out of the Settlement Funds no later than ten (10) business days after this Order and the Judgment become Final.

11. Derivative Plaintiff Miguel Fernandez Moores is awarded the sum of \$_____, as reasonable costs and expenses and as a compensatory award directly relating to the representation of the Settlement Class, such amount to be paid proportionally from out of the Settlement Funds no later than ten (10) business days after this Order and the Judgment become Final.

Dated: _____, 2021
New York, New York

HONORABLE J. PAUL OETKEN
UNITED STATES DISTRICT JUDGE