

Bio Profit 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/bioprofit/
Email: info@strategicclaims.net
Deadline to File a Claim: **January 4, 2023**

Mail ID:
Name
Address
City State Zip

CLAIM FORM AND RELEASE

DEADLINE FOR FILING THE CLAIM FORM: This Claim Form must be postmarked for mailing no later than **January 4, 2023**. The Claim Form can be mailed to ***Bio Profit Litigation, c/o Strategic Claims Services, 600 North Jackson Street, Suite 205, Media, Pennsylvania 19063***, or scanned and emailed 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 *Yao-Yi Liu, Tung-Hung Hsieh, and Chiu-Pao Tsai v. Wilmington Trust Company, et al.*, Civil Action No. 14 CV 6631 (the “Class Action”), currently pending in the United States District Court of the Western District of New York (the “Settlement”).

Before completing this Claim Form, please read the Notice of Pendency of Class Action, Proposed Settlement, Motion for Attorneys’ Fees and Expenses, and Service Awards (“Notice”).

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

DEFINITIONS

1. “Settlement Class” or “Settlement Class Member” means all persons and entities that purchased or acquired the Bio Profit Funds and were allegedly damaged thereby. Excluded from the Settlement Class are (i) Defendants; (ii) any person who was an officer or director of Defendants; (iii) any firm or entity in which any Defendants have or had a controlling interest; (iv) the parents or subsidiaries of Defendants; (v) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; and (vi) any persons or entities who or which exclude themselves by submitting a valid request for exclusion that is accepted by the Court.

2. “Defendants” means Wilmington Trust Company and/or Wilmington Trust, National Association.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK
Yao-Yi Liu, Tung-Hung Hsieh, and Chiu-Pao Tsai v. Wilmington Trust Company
Case No. 6:14-cv-06631
Must Be Postmarked No Later Than:
January 4, 2023

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

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 this section. If the name and address information on the reverse side is incorrect, you must check this box and provide your correct contact information below:

- 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.

Beneficial Owner's Name (First, Middle, Last)

Record Owner's Name (First, Middle, Last) (if different from beneficial owner listed above)

Street Address

City

State

Zip Code

Foreign Province

Foreign Country

Social Security Number

Tax ID

Telephone (work)

Telephone (home)

Email

PART II: SCHEDULE OF INVESTMENTS IN BIO PROFIT FUNDS

The following information, if filled, comes from the claim form you submitted to the Receiver in the SEC Action and forms the basis of this claim:

Beneficial Owner Name: _____

Please check **ONE** box:

- The investment information listed above on this form regarding the Bio Profit Funds is correct. If you check this box, you do not need to provide any additional support.

- The investment information listed above on this form regarding the Bio Profit Funds is NOT correct OR there is no information listed above. **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 investments in Bio Profit Funds. Failure to provide this information may result in the denial of your claim.**

YOU MUST READ AND SIGN THE RELEASE ON PAGE 5.

PART III: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Claim Form and Release under the terms of the Stipulation and Agreement of Settlement dated as of August 12, 2022 described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Western District of New York, with respect to my (our) claim as a Settlement Class Member (as defined above) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator or Plaintiffs' Class Counsel to support this claim if required to do so. I (We) have not submitted any other claim covering the investment or contribution to the Bio Profit Funds and know of no other Person having done so on my (our) behalf.

PART IV: RELEASE AND CERTIFICATION

1. Class Representatives and the Settlement Class do hereby forever release and discharge the Defendants from any and all claims and causes of action of every nature and description, whether known or Unknown (as defined in the Notice), contingent or absolute, mature or not mature, discoverable or undiscoverable, liquidated or unliquidated, accrued or not accrued, including those that are concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that Plaintiffs or any other member of the Settlement Class (a) asserted in the Action; or (b) could have asserted in any forum that arise out of, are based upon, or relate to, directly or indirectly, in whole or in part: (1) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action and that relate to an investment in the Bio Profit Funds; or (2) Defendants' and/or their attorneys' defense or settlement of the Action and/or the claims alleged therein.

2. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the released claims against the Defendants and each of Wilmington's past, present, or future parents, holding companies, subsidiaries, affiliates, vendors, agents, successors, assignors, assignees, and/or assigns and their respective subsidiaries, affiliates, vendors, agents, successors, assignors, assignees, and/or assigns, and each of their respective present, former, or future officers, directors, shareholders, employees, representatives, consultants, accountants, and attorneys.

3. This release shall be of no force or effect unless and until the Court issues a Final Judgment approving the Settlement Agreement and it becomes effective on the Effective Date.

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

5. I (We) hereby warrant and represent that I (we) have reviewed the investment information above and/or included transaction information about all of my (our) investments in Bio Profit Funds covered by the Claim Form and Release, and any sales of my (our) investments in Bio Profit Funds.

6. UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

(a) the number shown on this form is the correct social security/tax identification number; and

(b) I (we) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (i) I am (we are) exempt from backup withholding; or (ii) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out b. above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I (We) declare and certify that I (we) understand that, by executing this Release and Certification, I (we) are specifically releasing and giving up forever all of the Released Claims against the Released Parties.

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

Executed this _____ day of _____, in _____,
(Month/Year) (City)

(State/County)

(Sign your name here)

(Sign your name here – joint owner)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, *e.g.*,
Beneficial Purchaser, Executor,
Administrator, Trustee, etc.)

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

Reminder Checklist:

1. Please sign the above release and certification.
2. Remember to attach supporting documentation, if needed.
3. Do not send original documents of any kind.
4. Keep a copy of your Claim Form and Release form and supporting documentation (if needed) for your records.
5. If you desire an acknowledgment of receipt of your Claim Form and Release form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.