

DISTRIBUTION PROTOCOL

IN THE MATTER OF THE CANADIAN DIAMONDS CLASS ACTIONS SETTLEMENT

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GENERAL PRINCIPLES

1. The procedures set out in this Distribution Protocol are intended to govern the administration of the settlement agreement entered into with De Beers Canada, Inc., DB Investments, Société Anonyme, De Beers S.A., De Beers Consolidated Mines Proprietary, Ltd., De Beers UK Limited (f/k/a The Diamond Trading Company Limited), CSO Valuations A.G., De Beers Centenary A.G., De Beers Canada Holdings Inc., Anglo American PLC, and Central Holdings Limited SA, dated October 14, 2016 (the “**Settlement Agreement**”).
2. The administration shall:
 - (a) implement and conform to the Settlement Agreement, orders of the Courts and this Distribution Protocol;
 - (b) include the establishment and maintenance of the Settlement Website;
 - (c) employ secure, paperless, web-based systems with electronic registration and record keeping wherever possible; and
 - (d) be bilingual in all respects.
3. This Distribution Protocol is intended to facilitate an equitable distribution of the Net Settlement Amount among Settlement Class Members.
4. Excluded Persons as defined in the Settlement Agreement are not entitled to the payment of settlement benefits under this Distribution Protocol.
5. Settlement Class Members seeking compensation must disclose and give credit for any compensation received through other proceedings or private out-of-class settlement in relation to their Gem Grade Diamond or Gem Grade Diamond Product purchases, unless by such proceedings or private out-of-class settlements the Settlement Class Member’s claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

DEFINITIONS

6. The definitions set out in the Settlement Agreement apply to and are incorporated in this Distribution Protocol. Where a term is defined in both the Settlement Agreement and the Distribution Protocol, the definition in this Distribution Protocol shall govern.
7. For the purposes of this Distribution Protocol:
 - (a) **Arbitrator** means a bilingual individual designated by the Courts.

- (b) **Claim Form(s)** means the paper or online electronic form that a Settlement Class Member must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.
- (c) **Consumer(s)** means any Settlement Class Member who purchased a Gem Grade Diamond and/or Gem Grade Diamond Product for personal use or as a gift, and not for resale.
- (d) **Courts** means the Supreme Court of British Columbia, the Ontario Superior Court of Justice, and the Superior Court of Québec.
- (e) **Claims Administrator** means the firm proposed by Class Counsel and appointed by the Courts to administer this Distribution Protocol and any employees of such firm.
- (f) **Claims Filing Deadline** means the date by which Claim Forms (and any required supporting documentation) must be postmarked or electronically submitted in order for Settlement Class Members to be considered for settlement benefits under this Distribution Protocol, which date shall be three (3) months after the first publication of the notice advising of the claims process.
- (g) **Decision Notice** shall have the meaning attributed to it in paragraph 41.
- (h) **Diamond Jewellery** means any decorative or functional adornment typically made of metals and containing one or more Gem Grade Diamonds. This includes, among other jewellery, diamond rings, earrings, necklaces, bracelets, watches and cufflinks.
- (i) **Documented Claim(s)** means any Claim Form that is substantiated with documentation as described in paragraphs 21(a)(ii) or 21(b)(iii) - 21(b)(iv).
- (j) **Fonds Levy** means the amounts payable to the Fonds d'aide aux actions collectives pursuant to section 42 of *An Act respecting the Fonds d'aide aux actions collectives*, R.S.Q., c. F-3.2.0.1.1 and calculated in accordance with the governing regulations.
- (k) **Gem Grade Diamond(s)** means diamonds that have been or could have been used in diamond jewellery or for investment purposes (as distinguished from diamonds used for industrial purposes).
- (l) **Gem Grade Diamond Product** means any Rough Diamond, Polished Diamond, Diamond Jewellery, or any other product consisting of or containing one or more Gem Grade Diamonds. It excludes products containing man-made or industrial diamonds.

- (m) **Gem Grade Diamond Purchase(s)** means the aggregate amount actually paid by Settlement Class Member for Gem Grade Diamonds and/or Gem Grade Diamond Products between January 1, 1994, and October 14, 2016, less any rebates or other form of discounts (such as off-invoice, bill-back or scan-back trade promotion payments), delivery or shipping charges, and taxes.
- (n) **Minimum Administrative Payment(s)** means the amount paid to all Settlement Class Members who file accepted Undocumented Claims. This amount is subject to approval of the Courts and will be \$20, or less in the event that the amount allocated to Documented Claims is, in the view of the Courts, disproportionately low, as described in paragraph 10.
- (o) **Net Settlement Amount** mean the Settlement Amount recovered pursuant to the Settlement Agreement and accrued interest after payment of Class Counsel Fees as approved by the Courts and after deduction of the Administration Expenses and all taxes (including interest and penalties) accruable with respect to the income earned by the Settlement Agreement.
- (p) **Online Claim Portal** means a web-based portal created and maintained by the Claims Administrator in accordance with paragraphs 26 to 30 of this Distribution Protocol.
- (q) **Polished Diamond** means a Gem Grade Diamond that has been cut and polished.
- (r) **Reseller(s)** means any Settlement Class Member who purchased a Gem Grade Diamond Product for resale. Resellers may include all of the following: Rough Diamond wholesalers, cutters and polishers; Polished Diamond wholesalers; Diamond Jewellery manufacturers, diamond jewellery wholesalers, and retailers.
- (s) **Rough Diamond** means a Gem Grade Diamond that is uncut and unpolished.
- (t) **Settlement Class Member(s)** means all persons resident in Canada who purchased a Gem Grade Diamond between January 1, 1994 and October 14, 2016, except for:
 - (i) those persons who validly opted out of *Michelle Fairhurst and Marc Kazimirski v. De Beers Canada Inc., et al.*, Supreme Court of British Columbia, Court File No. S-071269 or *Kirk Brant v. De Beers Canada Inc., et al.*, London Superior Court of Justice, Court File No. 139/10 CP; and
 - (ii) each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.

- (u) **Settlement Website** means the website maintained by or on behalf of the Claims Administrator for the purposes of providing Settlement Class Members with information on the Settlement Agreement, the Distribution Protocol, and the claims process, and access to the Online Claim Portal.
- (v) **Undocumented Claim(s)** means any Claim Form that is not substantiated with the documentation described in paragraphs 21(a)(iii) or 21(b)(iii) to 21(b)(iv).

DISTRIBUTION TO SETTLEMENT CLASS MEMBERS

Amount Available for Distribution

- 8. The Net Settlement Amount will be available to provide settlement benefits to eligible Settlement Class Members pursuant to this Distribution Protocol.

Allocation of the Net Settlement Amount

- 9. The Net Settlement Amount will be allocated between the different types of claimants as follows:

Claimant Type	Percentage	Amount¹
Consumers	49.7%	\$2,850,000
Resellers	50.3%	\$2,900,000

Minimum Administrative Payment

- 10. Subject to further directions of the Courts, all eligible Settlement Class Members that file Undocumented Claims that are approved by the Claims Administrator will receive the Minimum Administrative Payment, which will be \$20. The Minimum Administrative Payment is subject to approval by the Courts, and may be reduced or increased after consideration of the final number of claims filed in the event that the value of Undocumented Claims filed would result in an unfair distribution of the Net Settlement Amount.
- 11. Reseller claims approved for the Minimum Administrative Payment will be paid from the Reseller allocation of the Net Settlement Amount. Consumer claims approved for the Minimum Administrative Payment will be paid from the Consumer allocation of the Net Settlement Amount.

¹ This is an estimate only. The final amount will not be known until the administration is complete and the exact interest earned, taxes payable, and Administration Expenses are known.

12. The valuation target of \$20 for the Minimum Administrative Payment is not an estimate of any damages suffered. It is a minimum administrative threshold designed to maintain a feasible economic and administrative platform for the settlement distribution.

Pro Rata Distribution

13. After the Minimum Administrative Payments have been paid from each allocation of the Net Settlement Amount pursuant to paragraphs 10 to 13, the remaining Documented Claims will be distributed *pro rata* (or proportionally), based on the value of the eligible Settlement Class Member's weighted Gem Grade Diamond Purchases as against the value of all eligible Settlement Class Members' weighted Gem Grade Diamond Purchases who are claiming against the applicable allocation of the Net Settlement Amount.
14. If a claimant's *pro rata* distribution would be less than the Minimum Administrative Payment, the claimant's distribution will be increased to the Minimum Administrative Payment, and the *pro rata* distribution will be adjusted accordingly.

Valuation of Documented Reseller Claims

15. The Net Settlement Amount allocated to Resellers that file a Documented Claim will be subject to claims-weighting to reflect estimated pass-through rates for Resellers of Rough Diamonds, Polished Diamonds, and Diamond Jewellery as follows:

Claimant Type	Weighted Percentage
Rough Diamond Reseller	33.8%
Polished Diamond Reseller	28.7%
Diamond Jewellery Reseller	37.5%

16. For example, a Documented Claim made by a Reseller of Rough Diamonds will be calculated as follows:

total purchase price of rough diamonds x 0.338 = weighted Gem Grade Diamond Purchase amount.

Valuation of Documented Consumer Claims

17. The Net Settlement Amount allocated to Consumers will be distributed to Consumers that file a Documented Claim on a *pro rata* basis. A Consumer's Gem Grade Diamond Purchase amount will be equal to the retail purchase price of the Diamond Jewellery purchased by the Settlement Class Member during the Class Period, with the exception

that pavé and non-pavé diamond watches will be subject to claims-weighting to reflect the value of their Gem Grade Diamond content.

Weighting of pavé and non-pavé watches

18. For Reseller and Consumer claims, non-pavé watches will be subject to claims-weighting as follows:
 - (a) For watches priced at \$2,600 or above, the Claims Administrator will first either multiply the total carat weight of the diamonds on the watch by \$544.52 and subtract \$24.19, or multiply the number of diamonds on the watch by \$6.57.
 - (b) For watches priced less than \$2,600, the Claims Administrator will multiply the total carats by \$417.73 and subtract \$4.38, or multiply the number of diamonds by \$2.01.
19. For Reseller and Consumer claims, pavé watches will be subject to claims-weighting as follows:
 - (a) The Claims Administrator will either multiply the total carats by \$548.99 and subtract \$129.45, or multiply the total number of diamonds by \$3.62.

Class Counsel Discretion

20. Class Counsel reserve the right to seek the approval of the Courts of an amendment of the allocation of the Net Settlement Amount pursuant to paragraph 9 and/or any other provision of this Distribution Protocol in order to ensure a fair and cost effective distribution of the Net Settlement Amount.

THE CLAIMS PROCESS

21. The Claim Form will require the following information from each type of claimant as specified below:
 - (a) Consumer Claimants
 - (i) Name and contact information;
 - (ii) a declaration attesting to his/her/its Gem Grade Diamond Purchases;
 - (iii) documentary proof of purchase of his/her/its Gem Grade Diamond Purchases, such as a credit card statement, a bank statement, cheque confirmation, wire transfer confirmations, proof of insurance, or comparable verification that is acceptable to the Claims Administrator; and

- (iv) if the Consumer claimant is unable to provide documentary proof of purchase in accordance with (iii) above, the Consumer claimant can submit a Claim Form without proof of purchase, but such claims will be limited to the Minimum Administrative Payment;

(b) Reseller Claimants

- (i) Name and contact information;
- (ii) a declaration of his/her/its Gem Grade Diamond Purchases, broken out by Rough Diamonds, Polished Diamonds, and Diamond Jewellery;
- (iii) summary documentation to support the Claim Form, such as bookkeeping records, a worksheet summary of purchases listing purchases by vendor, or a computer printout of purchases; or
- (iv) Reseller Claimants who do not have summary documentation or other records of their Gem Grade Diamond Purchases in all years of the Class Period:
 - A. may average the dollar volumes of Gem Grade Diamond Purchases in the years for which they do have records or data, and then claim the average annual dollar volume for each year for which no records or data are available;
 - B. where the Reseller claimant has insufficient documentation to satisfy paragraph 21(b)(iv)A the claim will be an Undocumented Claim and the Reseller claimant will receive the Minimum Administrative Payment;
 - C. Reseller Claimants who rely on averaging as permitted by this section must provide to the Claims Administrator any documentation or records on which the calculation of the average is based. The Claims Administrator has the discretion to determine the sufficiency of the documentation or records for averaging;
- (v) vertically integrated Resellers which made purchases of Gem Grade Diamond Products in more than one category must file a separate claim for each category (i.e. Rough Diamonds, Polished Diamonds and Diamond Jewellery).

22. The Claim Form will require the following information for all claimants:

- (a) disclosure as to whether the Settlement Class Member or any entity related to the Settlement Class Member has received compensation through other

- proceedings or private out-of-class settlements and/or provided a release in respect of any of the Settlement Class Member's purchases, and details of the compensation received and the claims released;
- (b) authorization to the Claims Administrator to contact the Settlement Class Member or its representative, as the Claims Administrator deems appropriate for more information and/or to audit the Claim Form;
 - (c) a declaration that the information submitted in the Claim Form is true and correct.
23. If the Claim Form is submitted by a related entity (i.e., a parent company claiming on behalf of a subsidiary or affiliate) or a third-party on behalf of a Settlement Class Member (i.e., a third-party claims services or a lawyer of their own choosing), the Settlement Class Member must provide a signed authorization in the form attached hereto as Schedule "A" or Schedule "B", as applicable, at the time the Claim Form is submitted.

Assistance in Filing a Claim

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

The Online Claim Portal

26. The Claims Administrator shall create an Online Claim Portal that Settlement Class Members can access in order to file a Claim Form and shall provide the necessary administration support to enable Settlement Class Members to do so.
27. The Online Claim Portal shall be accessible from the Settlement Website.
28. The Online Claim Portal shall contain fields that require the Settlement Class Member to provide all applicable information required as part of the Claim Form.
29. The Online Claim Portal shall be designed so that a Claim Form cannot be submitted if the Settlement Class Member does not provide all applicable information required as part of the Claim Form.
30. The Claims Administrator shall develop procedures for tracking and recording in an electronic format the following information, as it is entered into the Online Claim Portal

or provided by Settlement Class Members who file hardcopy Claim Forms in accordance with paragraph below:

- (a) names and addresses, purchase data of the Settlement Class Members;
- (b) supporting documents provided by Settlement Class Members as part of the claims process; and
- (c) any other information that might be useful in the claims administration process.

The Claims Filing Process

- 31. Reseller claimants will be required, and Consumer claimants will be encouraged, to complete and submit a Claim Form (together with any required supporting documents) electronically using the Online Claim Portal. Subject to paragraph 32, Claim Forms must be submitted on the Online Claim Portal on or before the Claim Filing Deadline.
- 32. If a Consumer claimant does not have internet access or is otherwise unable to submit a Claim Form using the Online Claim Portal, the Settlement Class Member can register over the telephone with the Claims Administrator and the Claims Administrator shall send the Settlement Class Member a hardcopy Claim Form by mail. Subject to paragraph 39, the completed and executed hardcopy Claim Form (together with any required supporting proof of purchase) must be submitted to the Claims Administrator postmarked no later than the Claims Filing Deadline.
- 33. Subject to the discretion of the Claims Administrator, claims may not be amended after the Claims Filing Deadline. For greater clarity, "placeholder claims", meaning inaccurate and/or incomplete Claim Forms filed solely for the purpose of meeting the Claims Filing Deadline, will not be permitted.

Review Process

- 34. At its sole discretion, the Claims Administrator can elect to audit any Claim Form, require a Reseller to provide original documentation supporting the Claim Form, such as invoices, purchase orders or cancelled cheques, and reject a Claim Form, in whole or in part, where, in the Claims Administrator's view, the Settlement Class Member has submitted insufficient or false information or has otherwise engaged in fraudulent conduct.
- 35. In addition to the above, the Claims Administrator will review a subset of claims for accuracy. Among other things, this review will determine whether the Settlement Class Member provided adequate supporting documentation. The Claims Administrator will audit for accuracy and deficiencies:
 - (a) any Claim Forms made pursuant to paragraph 21(b)(iv);

- (b) the top 15% of Claim Forms (measured by total dollar volume of Gem Grade Diamond Purchases); and
 - (c) a random selection of 10% of other Claim Forms, excluding Claims that are limited to the Minimum Administrative Payment.
36. At its sole discretion, the Claims Administrator can elect to review any claim and can reject a claim, in whole or in part, where, in the Claims Administrator's view, the Settlement Class Member has submitted insufficient or false information or has otherwise engaged in fraudulent conduct.
37. The Claims Administrator shall review all Claim Forms for (or implement processes to detect) deficiencies including incomplete fields, missing documentation, out-of-country claims, and duplicative or fraudulent claims.

Deficiencies

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

Adjustments to Claims Process and Extension of the Claims Filing Deadline

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

Claims Administrator's Decision

40. In respect of each Settlement Class Member who has filed a Claim Form in accordance with this Distribution Protocol, the Claims Administrator shall:
- (a) decide whether the Settlement Class Member is eligible to receive settlement benefits payable out of the Net Settlement Amount in accordance with the Settlement Agreement, orders of the Courts, and this Distribution Protocol;

- (b) verify the Settlement Class Member's Gem Grade Diamond and Gem Grade Diamond Product purchases; and
 - (c) make a determination of the value of the Settlement Class Member's weighted Gem Grade Diamond Purchases.
41. The Claims Administrator shall send to the Settlement Class Member, by email or regular mail, a decision as to the approval or rejection of the Claim Form and the determination of the Gem Grade Diamond Purchases (the "**Decision Notice**"). Where the Claims Administrator has rejected all or part of the Claim Form, the Claims Administrator shall include in the Decision Notice its grounds for rejecting all or part of the Claim Form, and where there is a right to appeal, information about that process.
42. The Claims Administrator's decision will be binding upon the Settlement Class Member, subject to the Settlement Class Member's right to appeal, as outlined in paragraphs 43 to 50.

Appeal of the Claims Administrator's Decision

43. Subject to paragraph 44, Settlement Class Members, other than Consumers who filed without proof of purchase, shall be granted thirty (30) days from the date of the Decision Notice to appeal the rejection (in whole or in part) of their Claim Form(s).
44. The following grounds shall not be grounds for appeal:
- (a) the refusal of the Claims Administrator to accept a Claim Form postmarked or electronically submitted after the Claims Filing Deadline;
 - (b) the refusal of the Claims Administrator to accept a Claim Form where no proof of purchase or supporting documentation was provided;
 - (c) the refusal of the Claims Administrator to accept a Claim Form where the Settlement Class Member has not cooperated with the Claims Administrator in respect of any audit conducted by the Claims Administrator in respect of that Settlement Class Member's Claim;
 - (d) the refusal of the Claims Administrator to accept a Claim Form where the Settlement Class Member did not declare that the information submitted in the Claim is true and correct; or
 - (e) the structure of the Distribution protocol, as approved by the Courts.
45. Appeals will be determined by the bilingual third-party Arbitrator approved by the Courts.

46. Appeals will be on the basis of written submissions, supported by the documentation submitted by the Settlement Class Member with the Claim Form. Settlement Class Members are not permitted to provide any new proof of purchase or other documentation as part of the appeal. Any new documentation provided as part of the appeal will not be provided to the Arbitrator for consideration.
47. A \$150 filing fee is payable by a Settlement Class Member upon submission of a notice of appeal to the Claims Administrator. If a Settlement Class Member's claim was partially approved, the filing fee shall be deducted from the Settlement Class Member's settlement benefits. If a Settlement Class Member's claim was rejected, the Settlement Class Member will be required to pay the filing fee to the Claims Administrator by e-transfer or cheque within ten (10) days after delivering a written appeal. If a Settlement Class Member does not pay the filing fee within ten (10) days after delivering a written appeal, their appeal shall be dismissed. The filing fee shall be refunded if the Arbitrator finds in favour of the Settlement Class Member.
48. The Claims Administrator must provide the Arbitrator with a copy of the documentation provided by the Settlement Class Member as a part of the claims process, the Decision Notice, and any other information that might be reasonably useful in the determination of the appeal. The Claims Administrator and Class Counsel may make written submissions to the Arbitrator as is reasonably necessary.
49. Notwithstanding the foregoing, the Arbitrator, acting in its sole discretion, can request oral submissions (to be provided via teleconference or videoconference, as requested by the Arbitrator) from the Settlement Class Member, Claims Administrator and/or Class Counsel.
50. The decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

Adjustments to Appeal Process and Extension of the Appeal Deadline

51. Subject to the approval of the Arbitrator, Class Counsel may extend the appeal deadline and/or adjust the appeal process if, in their opinions, doing so will not adversely affect the fair and efficient administration of the Net Settlement Amount and it is in the best interests of the Settlement Class Members to do so.

THE CLAIMS DISTRIBUTION PROCESS

Payment of Settlement Benefits

52. As soon as practicable after the claims evaluations and any appeals are completed, the Claims Administrator shall:
 - (a) report to Class Counsel the particulars of the proposed distribution to each eligible Settlement Class Member; and

- (b) make arrangements to pay approved claims. Claims that are limited to the Minimum Administrative Payment may be paid out before the other claims.
53. Class Counsel may report to the Courts regarding the proposed distribution to Settlement Class Members in order to allow the Courts the opportunity to consider whether the Minimum Administrative Payment is, in the Courts' view, disproportionately high or low, in which case the Minimum Administrative Payment will be adjusted.
54. Consumer claimants will be paid by e-transfer by email where an email address has been provided or cheque where no email address has been provided or the claimant has made arrangements with the Claims Administrator. Where a Consumer claimant elects to receive payment by cheque, \$2 will be deducted from that Settlement Class Member's payment to reflect the cost of issuing a cheque. Reseller claimants will be paid by cheque or, at the discretion of the Claims Administrator, wire transfer.

Residual Funds

55. Subject to further Order of the Courts, and following payment of all approved claims, any unclaimed amounts due to uncashed e-transfers or cheques, residual interest or otherwise, will be held in trust for the benefit of Settlement Class Members pending any subsequent distribution. At the time of a final distribution, subject to further Order of the Courts, any unclaimed amounts shall be distributed as a *cy pres* payment to Pro Bono Canada. The *cy pres* payment shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with the Regulation respecting the percentage withheld by the *Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. The portion of the remainder, if any, that will be allocated to Québec Settlement Class Members will be the combined total of the actual uncashed payments to class members located in Québec, and 23% of any other residual amount such as interest.

Undeliverable Mail & Reissuing Payments

56. The Claims Administrator shall have no responsibility for locating Settlement Class Members for any mailing returned to the Claims Administrator as undeliverable.
57. The Claims Administrator shall have the discretion, but is not required, to reissue payment to Settlement Class Members returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate.
58. Where a Settlement Class Member who is entitled to payment of greater than \$20 requests an e-transfer be reissued, \$10 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Where a Settlement Class Member who is entitled to payment of greater than \$20 requests a

cheque be reissued, \$15 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Subject to the sole discretion of the Claims Administrator, payments for \$20 will not be reissued.

THE CLAIMS ADMINISTRATOR'S RESPONSIBILITIES

59. The Claims Administrator shall administer the Settlement Agreement and this Distribution Protocol under the ongoing authority and supervision of the Courts.
60. The Settlement Amount shall be held in a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution and all payments from the Settlement Amounts shall be made from that account.
61. The Claims Administrator's duties and responsibilities shall include the following:
 - (a) providing notices to the Settlement Class Members as required pursuant to this Distribution Protocol;
 - (b) developing, implementing and operating electronic web-based systems and procedures for receiving and adjudicating Claim Forms. The Claims Administrator shall encourage Settlement Class Members to claim via the Online Claim Portal where possible and shall facilitate this process;
 - (c) developing and implementing processes to detect possible fraudulent conduct, including monitoring claims for unusual activity and multiple claims being filed from the same address;
 - (d) making timely decisions in respect of Claim Forms and notifying the Settlement Class Members of the decision promptly thereafter;
 - (e) arranging payment to Settlement Class Members in a timely fashion after the administration is complete;
 - (f) dedicating sufficient personnel to respond to Settlement Class Members inquiries in English or French, as the Settlement Class Member elects;
 - (g) submitting required materials for appeals;
 - (h) remitting the Fonds Levy to the Fonds d'aide aux actions collectives;
 - (i) arranging payments of Administration Expenses;

- (j) maintaining, in an easy to understand format, the information being recorded pursuant to paragraph 30 as well as information about Settlement Class Members' Gem Grade Diamond Purchases and proposed distribution;
- (k) reporting to Class Counsel respecting Claim Forms received and administered, and Administration Expenses;
- (l) cash management and audit control;
- (m) preparing and submitting such financial statements, reports and records as directed by Class Counsel and/or the Courts; and
- (n) fulfilling any tax reporting and arranging payments required arising from the Settlement Amount, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Settlement Amount, before distribution to the Settlement Class Members. Any tax obligations that arise for Settlement Class Member(s) as a result of receiving any payment of the Net Settlement Amount are the sole responsibility of that Settlement Class Member.

Communication, Languages and Translation

- 62. Where a Claim Form is filed by a third-party claims agent or lawyer on behalf of a Settlement Class Member, unless the Settlement Class Member requests otherwise, all communications shall be made to the third-party claims agent or lawyer.
- 63. The Claims Administrator shall establish a toll-free number for calls from Canada.
- 64. The Claims Administrator shall dedicate sufficient personnel to respond to Settlement Class Members' inquiries in English or French, as the Settlement Class Member elects.
- 65. All written communications from the Claims Administrator to a Settlement Class Member shall be transmitted via email if an email address has been provided, or if an email address has not been provided, by regular mail.
- 66. In the event of any dispute as to the interpretation or application of this Distribution Protocol, only the English version shall be considered.

Currency Conversion

- 67. If necessary, the Claims Administrator may convert purchases made in foreign currency to CAD, using the average Bank of Canada rate during the Class Period.

Reporting

68. The Claims Administrator shall provide regular reports to Class Counsel regarding the administration.
69. Any reports provided by the Claims Administrator may be provided to the Courts.

CONFIDENTIALITY

70. All information received from the Defendants or the Settlement Class Members is collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 for the purposes of administering the Settlement Agreement, including evaluating the Settlement Class Member's eligibility status under the Settlement Agreement. The information provided by the Settlement Class Member is strictly private and confidential and will not be disclosed without the express written consent of the Settlement Class Member, except in accordance with the Settlement Agreement, orders of the Courts and/or this Distribution Protocol.

SCHEDULE "A" – RELATED ENTITY AUTHORIZATION

This Schedule is to be completed only if the Claim is being submitted by a parent company on behalf of a subsidiary or affiliate.

Contact Information for Person completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I _____ [*name of Settlement Class Member*]
authorize _____ [*name of representative*] to file
a Claim in the Canadian Diamonds Class Action Distribution on my behalf.

I understand that all communications relating to the Claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at _____ [*city*], in the Province of _____,
this ____ day of _____, 20____.

Name

Signature

I have the authority to bind the corporation

SCHEDULE “B” – THIRD-PARTY AUTHORIZATION

This Schedule is to be completed only if the Claim is being submitted on behalf of a Settlement Class Member by a representative (including a third-party claims service or lawyer of their own choosing).

Contact Information for Person completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I _____ [*name of Settlement Class Member*]
authorize _____ [*name of representative*] to file a
Claim in the Canadian Diamonds Class Action Distribution on my behalf.

I understand that the claims filing process was designed to enable Settlement Class Members to file Claims without the assistance of an agent and that the Settlement Class Member can contact the Claims Administrator at no charge to ask questions about the claims filing process.

I have reviewed the information to be submitted by my representative as part of the Claim Form, including the dollar volume of my Gem Grade Diamond Purchases.

I am [check **one** of the following]:

- A Consumer Claimant or Reseller Claimant making a Claim without proof of purchase or documentation and I understand that my Claim will be limited to the Minimum Administrative Payment;
- A Consumer Claimant and I understand that my representative will be claiming for Gem Grade Diamond Purchases, for which documentary proof of purchase is required;

- A Reseller Claimant and I understand that my representative will be claiming for Gem Grade Diamond Purchases, broken out by Rough Diamonds, Polished Diamonds, and Diamond Jewellery, for which documentation is required.

I can attest based on personal knowledge that the information to be submitted by the representative, including the total purchases claimed, accurately reflects the my records.

I understand that all communications relating to the Claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at _____ [city], in the Province of _____, this _____ day of _____, 20_____.

Name

Signature

I have the authority to bind the corporation