

SETTLEMENT SCHEME

GUSTAV LAY v PTTEPAA CLASS ACTION

**GUSTAV LAY V PTTEP AUSTRALASIA (ASHMORE CARTIER) PTY LTD (ACN 004 210 164)
FEDERAL COURT OF AUSTRALIA NSD1245/2016**

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1. SETTLEMENT SCHEME EXECUTIVE SUMMARY

1.1 This Settlement Scheme has been prepared in connection with the proposed settlement of the Proceeding. It establishes a procedure for distributing the proposed Settlement Sum.

1.2 This Settlement Scheme is not operative unless and until the Court has made the Approval Order and the Appeal Period has expired or, if the Approval Orders have been appealed, any appeal(s) have been dismissed.

1.3 In summary, this Settlement Scheme provides for the following:

- (a) the terms of appointment of a Claims Administrator;
- (b) the method for calculating the amount of Compensation payable to each Group Member;
- (c) the distribution of the Settlement Sum and any Interest accrued on that amount (**Settlement Distribution Fund**), including by way of the following payments:
 - (i) to the Applicant by way of reimbursement payment;
 - (ii) to revenue or taxation authorities by way of any tax payable in respect of this Scheme and, or the Settlement Distribution Fund (including any income earned on the Settlement Distribution Fund);
 - (iii) to Harbour in respect of its commission;
 - (iv) to legal representatives and third parties in respect of the Applicant's Costs;
 - (v) to the Claims Administrator for any Administration Costs (as approved by the Court); and
 - (vi) the remainder, after the payments referred to above are made, to Group Members by way of Compensation.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Settlement Scheme, the following terms have the meanings defined below:

Act means the *Federal Court of Australia Act 1976* (Cth).

Administration Costs means the costs and disbursements incurred by the Claims Administrator in connection with its administration of this Settlement Scheme calculated based on the rates set out in Schedule A (including costs incurred in connection with obtaining orders from the Court insofar as such costs were not included in the Applicant's Costs), subject to approval by the Court.

Administration Period means the period commencing on the latest of the following dates:

(a) the Business Day after any appeal period in respect of the Approval Order (whether under the Rules or the rules of the High Court of Australia) expires without an appeal being commenced; or

(b) in circumstances where an appeal in respect of the Approval Order is commenced, the Business Day after that appeal is finally determined (including any determination in respect of that appeal by the High Court of Australia), the result of which is that the Approval Order is made or confirmed,

and ending on the date on which the Court's order dismissing the Proceeding takes effect.

Applicant means Daniel Aristabulus Sanda.

Applicant's Costs means Mr Sanda's legal costs and disbursements of the investigation and prosecution of the claims the subject of the Proceeding, as defined in the Deed, for the period that he was the lead applicant and thereafter means the costs of Mr Gustav Lay.

Approval Order means an order by the Court approving the Settlement pursuant to section 33V(1) and (2) of the Act.

Bank Account means an account with an Indonesian Bank.

Business Day means:

- (a) for the purposes of receiving a notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Sydney, NSW other than a Saturday, Sunday or public holiday in Sydney, NSW.

Claims Administrator means the person appointed by the Court to administer this Settlement Scheme.

Compensation means the amount to be paid to a Group Member calculated as a pro-rata share of the Settlement Sum Balance in accordance with this Settlement Scheme.

Contradictor means Ms Elizabeth Collins of Senior Counsel.

Costs Assessor means an expert in legal costs appointed by the Court or whose report is provided to the Court in relation to the costs of the Proceeding or Administration Costs.

Court means the Federal Court of Australia.

Deed means the deed of settlement executed on 29 November 2022 by the Applicant, Maurice Blackburn, Harbour, Phelps and the Respondent, including the rights and obligations created by that Deed and any variation to the Deed in accordance with clause 20 of the Deed.

Estate means the estate of a deceased person in respect of whom a retainer with Maurice Blackburn and funding agreement with Harbour was executed.

Estate Representative means the person whom the Claims Administrator determines is entitled to represent an Estate.

Further Amended Statement of Claim means the further amended statement of claim filed in the Proceeding on 31 July 2017.

Group Member has the meaning given in paragraph 1 of the Further Amended Statement of Claim and includes Estates.

Group Member Contact Information means the contact information obtained by Maurice Blackburn concerning each Group Member between March 2016 and the present.

Group Member Information means Group Member Contact Information and/or Group Member Loss Data.

Group Member Loss Data means the loss data obtained, collated and recorded by Maurice Blackburn or its agents between March 2016 and April 2017 in relation to the claims of Group Members that are the subject of the Proceeding.

Harbour means Harbour Fund II, L.P., a fund established and managed by Harbour Fund II, GP Ltd, being an exempted limited partnership under the laws of the Cayman Islands.

Harbour's Commission & Expenses means the portion of the Settlement Sum payable to Harbour pursuant to the Funding Agreements and approved by the Court.

Indonesian Bank means a deposit-taking financial institution authorised to operate in Indonesia.

Indonesian Government Official means any person holding a position within the village structure depicted in the appendix to the Home Affairs Minister Regulation 84 of 2015 on the Organisation and Procedures of Village Government, including but not limited to a Head of Village, Village Secretary and Head of Affairs.

Interest means any interest earned on the monies held in the Settlement Account.

Liability means any liability or obligation (whether actual, contingent or prospective) including any Loss, irrespective of when the acts, events or things giving rise to the liability or obligation occurred.

Loss includes any loss, damage, cost, charge or expense (including legal costs and expenses).

Loss Assessment Formula means the formula or methodology set out in clause 6 of this scheme.

Maurice Blackburn means Maurice Blackburn Pty Limited (ACN 105 657 949).

Phelps means Mr Gregory Phelps and Phelps Solutions Pty Ltd (ACN 088 109 504).

Proceeding means *Daniel Aristabulus Sanda v PTTEP Australasia (Ashmore Cartier) Pty Ltd (ACN 004 210 164)* in the Federal Court of Australia NSD1245/2016.

Respondent means PTTEP Australasia (Ashmore Cartier) Pty Ltd (ACN 004 210 164).

Rules means the *Federal Court Rules 2011* (Cth).

Sanda v PTTEPAA Class Action Claims means any claim made by the Applicant and Group Members against the Respondent in the Proceeding.

Settlement means the settlement of the Proceeding in accordance with the terms of the Deed and this Settlement Scheme.

Settlement Account means an interest-earning controlled money account opened by Maurice Blackburn and titled 'Maurice Blackburn Pty Ltd ATF Sanda v PTTEPAA Class Action CMA' or a similar name.

Settlement Distribution Fund means the Settlement Sum and any Interest accrued on that amount less any amounts paid in accordance with this Settlement Scheme from time to time.

Settlement Scheme means the terms of this settlement scheme, including the Schedule.

Settlement Sum means the amount calculated in accordance with clause 3A of the Deed (inclusive of legal costs, expenses, Harbour's Commission & Expenses and any applicable taxes) paid into the Settlement Account by the Respondent in accordance with clause 5.2. of the Deed.

Settlement Sum Balance means the Settlement Distribution Fund less deductions set out in clause 4.1(a) of this Settlement Scheme.

2.2 Headings are for convenience only and do not affect interpretation of the Settlement Scheme.

2.3 The following rules apply unless the context requires otherwise:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a gender includes all genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (e) a reference to dollars is to Australian currency;
- (f) a reference to anything done by any person includes a reference to the thing as done by a director, officer, servant, agent, personal representative or legal representative if permitted to be so done by law or by any provision of the Deed or this Settlement Scheme;
- (g) a reference to money (including '\$') is to Australian currency unless the context makes it clear that the reference is to Indonesian Rupiah, including a reference to 'IDR'; and
- (h) a reference to a day or a month means a calendar day or calendar month.

2.4 If the last day for doing an act is not a Business Day, the act must be done instead by the next Business Day

3. CLAIMS ADMINISTRATOR: CONDITIONS OF APPOINTMENT, POWERS

3.1 This Settlement Scheme will be administered and applied by the Claims Administrator.

3.2 In acting as Claims Administrator (including in exercising any incidental functions), the Claims Administrator:

- (a) subject to any orders of the Court, must not act as the solicitor for the Applicant or any other Group Member in relation to the Proceeding or Settlement Scheme; and

- (b) will administer this Settlement Scheme fairly, efficiently, and reasonably according to its terms, with this obligation taking priority over any obligation to any individual Group Member (including the Applicant) that the Claims Administrator may otherwise have had.
- 3.3 If it is appointed by the Court as the Claims Administrator, Maurice Blackburn will cease to act as the solicitor for the Applicant and all other Group Members.
- 3.4 Nothing in this Settlement Scheme prevents the Applicant or any other Group Member from retaining legal representation, at his or her own cost, however no legal costs or like expenses may be claimed from the Claims Administrator or the Settlement Distribution Fund for such representation.
- 3.5 The Claims Administrator is required to comply with the taxation obligations of any trust created for the purpose of or in connection with this Settlement Scheme and may seek expert advice to enable this. Any taxation obligations payable by any such trust(s) and tax-related expenses will be deducted from the Settlement Distribution Fund.
- 3.6 Notwithstanding anything contained in this Settlement Scheme, the Claims Administrator may exercise its discretion at any time to implement processes and procedures necessary to ensure the efficient operation of this Settlement Scheme, including to correct any error, slip or omission occurring in the course of the administration of this Settlement Scheme, or where the specific circumstances of a Group Member would otherwise cause the standard processes to be excessively expensive, inefficient or cause unreasonable delay in the implementation of the Settlement Scheme.
- 3.7 The Claims Administrator may at any time convert the Settlement Account to a non-interest earning account if it determines that the cost of administering the taxation implications of further interest being earned on the Settlement Distribution Fund will be disproportionate to the further interest expected to be earned.

4. MANAGEMENT AND APPLICATION OF THE SETTLEMENT DISTRIBUTION FUND

- 4.1 The Settlement Distribution Fund will be applied and/or distributed in the following manner:
 - (a) the following payments will be made by the Claims Administrator as and when approved by the Court:

- (i) to the Applicant in the amount of \$20,000 or such other amount ordered by the Court by way of reimbursement payment;
 - (ii) to the Costs Assessor in the amount of the Costs Assessor's fees as approved by the Court;
 - (iii) to the Contradictor in respect of her fees of acting in respect of the Proceeding;
 - (iv) to any tax authority for any tax obligations and tax-related expenses;
 - (v) to Harbour in respect of Harbour's Commission & Expenses;
 - (vi) to Maurice Blackburn for such of the Applicant's Costs as have not previously paid by Harbour;
 - (vii) to Phelps in respect of his outstanding conditional costs;
 - (viii) to Ward Keller in respect of the outstanding costs owing to Ward Keller;
 - (ix) to the Claims Administrator in the amount(s) of Administration Costs, including pursuant to clause 6.1 below; and
- (b) the balance, being the **Settlement Sum Balance**, is to be paid to Group Members in accordance with the provisions of this Settlement Scheme including the Loss Assessment Formula.

4.2 Subject to the terms of this Settlement Scheme, the terms of the Deed and any order of the Court (including the Approval Order), the Settlement Distribution Fund is held on trust for:

- (a) The Applicant and Group Members, to the extent of their respective entitlements under this Settlement Scheme; and
- (b) the other parties entitled to be paid under clause 4.1 above, to the extent of their respective entitlements under that clause.

4.3 A payment under clause 4.1 above may be made from the corpus of the trust, the income of the trust or both, as the Claims Administrator determines.

5. **ASSESSMENT OF GROUP MEMBERS' CLAIMS**

- 5.1 Upon approval of the Settlement, the Claims Administrator is to proceed to assess each Group Member's Claim (other than that of the Applicant) to determine the amount of Compensation payable to the Group Member in accordance with this clause 5.
- 5.2 The amount of each Group Member's Compensation will be calculated:
- (a) in accordance with the Loss Assessment Formula set out in clause 6 below;
 - (b) based on 100% of the Settlement Sum Balance as at the date or dates nominated by the Claims Administrator as the date or dates on which the Compensation will be calculated;
 - (c) in the first place assuming that 100% of Group Members claim their Compensation but noting that a further calculation may need to be undertaken if less than 100% of Group Members claim their compensation; and
 - (d) according to the information available to the Claims Administrator at the time.
- 5.3 Prior to the payment of Compensation to any Group Member, the calculation of all Compensation amounts will be reviewed and audited by an appropriately qualified external accounting firm.

6. LOSS ASSESSMENT FORMULA

- 6.1 Compensation payable to each Group Member is to be determined having regard to the following Loss Assessment Formula:
- (a)
$$\text{Group Member's Compensation} = \left[\frac{\text{Group Member's 2008 Seaweed Production}}{\text{Group Member's Village 2008 Seaweed Production}} \right] \times \text{Group Member's Village Settlement Sum Balance}$$

where:

- (b)
$$\text{Group Member's Village Settlement Sum Balance} = \left[\frac{\text{Group Member's Village Net Value} + 6 \text{ monthly interest}}{81 \text{ Villages' Net Value} + 6 \text{ monthly interest}} \right] \times \text{Settlement Sum Balance}$$

and:

- (c) Group Member's 2008 Seaweed Production: is the seaweed production for the Group Member recorded in the relevant V3 Form.

- (d) Group Member's Village 2008 Seaweed Production: is the total seaweed production for the Group Member's Village for the year 2008 recorded in the relevant V3 Form.
- (e) Group Member's Village: is the village against which the Group Member's 2008 seaweed production is recorded.
- (f) Group Member's Village Net Value: Group Member's Counterfactual Seaweed Value – Group Member's Village Actual Seaweed Value.
- (g) Seaweed Value: is the seaweed production for the relevant year multiplied by price for that year (or such total where the Seaweed Value is for multiple years).
- (h) Actual Seaweed Value: is the Seaweed Value (for a relevant year or such total for multiple years) having regard to the production and price information recorded in the relevant V2 Form.
- (i) Counterfactual Seaweed Value: is the Seaweed Value where seaweed production for the years 2009 to 2014 is determined as follows:
 - (i) for the year 2009: an amount equal to the seaweed production for 2007:2008:annualised2009 determined using the information recorded in the V2 Form and weighted 02:04:04; and
 - (ii) for the years 2010 to 2014: an amount equal to the seaweed production for 2007:2008:annualised2009 determined using the information recorded in the V2 Form, weighted 02:04:04, and discounted by 15%,

and the price information is that recorded in the V2 Form.
- (j) 81 Villages' Net Value: is 81 Villages' Total Counterfactual Seaweed Value – 81 Villages' Total Actual Seaweed Value
- (k) 81 Villages' Total: is the total of the 81 villages listed in Schedule 1 to the Further Amended Statement of Claim having regard to the information in the V2 Form of each of those villages.
- (l) Where a V2 Form does not record a price for a given year, the price is to be determined by the average price across the villages for which there is pricing available for the relevant year, adjusted for production.

- (m) Where the Group Member was deceased prior to 31 December 2014, then the Compensation payable to that Group Member's Estate will be pro rata to the period for which they were alive during the period 2009 to 2014.
- (n) 6 monthly interest: is determined to 31 December 2022 in accordance with Federal Court Interests of Judgments Practice Note (GPN INT).

Further:

- (o) The Applicant's production will be deducted from the V2 and V3 forms for Oenggaut before the Loss Assessment Formula is applied.

7. PAYMENT OF COMPENSATION: TIMING AND MECHANISMS

- 7.1 The Claims Administrator will use its best endeavours to pay to all Group Members their Compensation as soon as reasonably practicable and within the calendar year 2023.
- 7.2 The Claims Administrator will work with an Indonesian Bank to facilitate the payment of Compensation, which may include opening Bank Accounts for Group Members, and the verification of Group Members' identification.
- 7.3 The Claims Administrator will develop a method or methods by which to inform Group Members of:
 - (a) the amount of their Compensation; and
 - (b) how to access their Compensation.
- 7.4 The Claims Administrator will develop mechanisms and processes to ensure payment of Compensation directly to each Group Member, and will be entitled to seek advice in relation to the mechanism for and security of payments of Compensation to Group Members.
- 7.5 The Claims Administrator will organise for Compensation to be paid by electronic funds transfer to Group Member Bank Accounts established by the Indonesian Bank (or already held with that bank) referred to at clause 7.2 above, unless the Group Member requests that Compensation not be paid to him or her.
- 7.6 The Claims Administrator may make an interim payment of Compensation to all or any number of Group Members at one time or in tranches as the Administrator considers prudent and appropriate.

- 7.7 Any interim payment made to a Group Member pursuant to clause 7.6 above must not exceed 75% of the Group Member's estimated Compensation.
- 7.8 If an interim payment is made to any Group Member pursuant to clause 7.6 of this scheme, the Claims Administrator may in its absolute discretion leave the balance of the Group Member's estimated Compensation in the Settlement Account or transfer the balance of the Group Member's estimated Compensation to the trust account opened by Maurice Blackburn with an Indonesian Bank.
- 7.9 The exchange rate applicable to each Group Member's payment of Compensation is the exchange rate applicable on the day of transfer from the Settlement Account to an Indonesian Bank account or such other rate that is agreed in advance with the Indonesian Bank.

8. CLAIMS MADE ON BEHALF OF AN ESTATE

- 8.1 The following provisions apply in circumstances where an Estate participates in the Settlement Scheme.
- 8.2 The Claims Administrator may rely on information from and steps taken pursuant to this Settlement Scheme by:
- (a) If a Group Member has died with a will, a person who is named in that will as the executor of a deceased Group Member's estate, provided that person provides:
 - (i) A copy of the Group Member's death certificate or in the case that the steps required to obtain one would be prohibitive, an Indonesian Government Official's letter confirming that the Group Member has died and the date of death in accordance with village records; and
 - (ii) A copy of the Group Member's will; and
 - (iii) A declaration confirming that they will act in accordance with the will in relation to any Compensation paid and the deceased Group Member's estate;

or

 - (b) If the Group Member has died intestate, an heir who represents the deceased Group Member's estate, provided that the person provides:

- (i) A copy of the Group Member's death certificate or in the case that the steps required to obtain one would be prohibitive, an Indonesian Government Official's letter confirming that the Group Member has died and the date of death in accordance with village records; and
 - (ii) Either a copy of the Family Card showing the representative as an heir to the estate or an Indonesian Government Official's letter confirming the representative's relationship with the deceased; and
 - (iii) A declaration confirming that they will act in accordance with the laws of intestacy in relation to any Compensation paid and the deceased Group Member's estate; and
 - (c) If the Group Member has died intestate and the representative is not an heir, written evidence of an agreement between the heirs that the representative will represent the estate and administer the estate in accordance with the Indonesian Civil Code or the Compilation of Islamic Law.
- 8.3 For the avoidance of doubt, if any of the documents listed at 8.2 (a), (b) or (c) are not available, the Claims Administrator has the absolute discretion to satisfy itself of who is an appropriate Estate Representative.
- 8.4 If the Claims Administrator reasonably considers that information provided or steps taken on behalf of an Estate in accordance with clause 8.2 may not comply with applicable wills and estates laws in the jurisdiction where a Group Member died or ordinarily resides, the Claims Administrator may seek may seek expert advice to determine the appropriate way in which to proceed and such costs, including any costs of seeking judicial advice, will form part of the Administration Costs.

9. RELIANCE BY CLAIMS ADMINISTRATOR ON GROUP MEMBER INFORMATION

- 9.1 The amount of Compensation for each Group Member will be based upon the collated Group Member Loss Data in the possession of Maurice Blackburn, subject to the Loss Assessment Formula in this Settlement Scheme and the provisions of this Settlement Scheme, including clause 9.3 below.
- 9.2 The Claims Administrator may in its absolute discretion, but is not required to, seek further Group Member Information or confirm any of the Group Member Information relating to a particular Group Member, in any manner it sees fit.

- 9.3 The Claims Administrator may, in its absolute discretion, take steps to obtain further information from Group Members, including but not limited to, for the purpose of correcting Group Member Information. Similarly, the Claims Administrator may, in its absolute discretion, determine when it is reasonable to cease such steps.
- 9.4 If a Group Member does not provide information requested pursuant to clause 9.3 above within the time limit set by the Claims Administrator, the Claims Administrator may elect to proceed to assess his or her Compensation without the benefit of the requested information.
- 9.5 The provisions of clauses 9.1 to 9.4 above do not prevent a Group Member from appointing another person to deal with the Claims Administrator on his or her behalf. If this occurs, the Claims Administrator is entitled to act on the basis of instructions provided and steps taken by the Group Member's appointee. For the avoidance of doubt and without limitation, a Group Member's appointee can be one of:
- (a) The Head of the Group Member's village (*Kepala Desa*);
 - (b) The Head of the Group Member's Dusun;
 - (c) The village secretary (*Sekretaris Desa*) of the village in which the Group Member lives or lived;
 - (d) The Head of the Group Member's RT (*Rukun Tetangga*);
 - (e) The Head of the Group Members RW (*Rukun Warga*); or
 - (f) Any family member

10. INFORMATION ABOUT COMPENSATION

- 10.1 The Claims Administrator will, for each Group Member:
- (a) maintain a record of the Compensation payable to each Group Member for at least 7 years; and
 - (b) maintain a record of each payment or attempted payment to each Group Member of Compensation and the amount paid or attempted to be paid, including records obtained from the Indonesian Bank as to these matters, for at least 7 years.

10.2 On receipt of a request by a Group Member, the Claims Administrator will advise the Group Member of the matters in clauses 10.1(a) and 10.1(b) above concerning that particular Group Member.

11. UNCLAIMED COMPENSATION AND ANY OTHER RESIDUE

11.1 At the end of the administration, if the Claims Administrator becomes aware of any unclaimed Compensation or other residue, the Claims Administrator shall consider whether it is practicable and efficient to make a further payment to a Group Member or Group Members or some of them, as appropriate. If it is practicable and efficient, the Claims Administrator shall make such a further payment. If the Claims Administrator considers that it is not practicable or not efficient to make a further payment to Group Members, it shall apply to the Court for approval to pay the outstanding balance to a suitable Indonesian not-for-profit organisation.

12. COURT SUPERVISION AND DISPOSAL OF PROCEEDINGS

12.1 Consistently with Part IVA of the Act, the implementation of this Settlement Scheme is subject to the Court's supervision. The Claims Administrator may apply to the Court for directions in relation to any issues arising in relation to this Settlement Scheme or the administration of this Settlement Scheme.

12.2 Within 28 days following the date on which the final distribution from the Settlement Distribution Fund is made, the Claims Administrator shall:

- (a) provide a brief report to the Court on:
 - (i) the total of all Compensation paid to Group Members;
 - (ii) the number of Group Members who have received Compensation payments; and
 - (iii) the total Administration Costs, including whether any further Administration Costs have been incurred by the Claims Administrator and have been recouped or defrayed from the Interest earned on the Settlement Distribution Fund, and if so what amount; and
- (b) provide a copy of the report to the respondent;

- (c) together with the parties to the Proceeding, apply to the Court for orders dismissing the Proceeding with no order as to costs and with all previous cost orders vacated.
- 12.3 Any costs incurred by the Claims Administrator in any application or report to the Court will be Administration Costs.
- 12.4 For the avoidance of doubt, and subject to any order of the Court, the Proceeding will remain on foot until the Court has made orders dismissing the Proceeding.

13. IMMUNITY FROM CLAIMS

- 13.1 The Claims Administrator will have the same immunities from suit as attach to a person appointed as a referee pursuant to section 54A of the Act.
- 13.2 The making of the final distribution from the Settlement Sum Balance will satisfy any and all rights, claims or entitlements of Group Members in or arising out of Sanda v PTTEPAA Class Action Claims.
- 13.3 The Claims Administrator will have no Liability to a Group Member or Group Member's heir who does not receive the payment of Compensation or receives Compensation in an incorrect amount arising from:
- (a) incorrect or otherwise insufficient Group Member Contact Information relating to the Group Member;
 - (b) incorrect information or documents provided pursuant to clause 8.2;
 - (c) a Group Member's failure to receive a communication described in this Settlement Scheme or who, for any other reason, failed to submit documentation or information to the Administrator or the Court within a time limit set under this Settlement Scheme;
 - (d) fraudulent conduct other than that of the Claims Administrator; and/or
 - (e) a Group Member's failure to provide verification of identity in accordance with this Settlement Scheme.
- 13.4 If a Group Member has a legal obligation by reason of receiving Compensation pursuant to this Settlement Scheme, whether under statute or contract or otherwise to any individual, agency, victim, compensation payer or insurer, to pay or repay a sum from their

Compensation, the Claims Administrator (and/or its delegates) shall have no liability to the Group Member or to the obligor in relation to that legal obligation.

- 13.5 The Claims Administrator has no Liability to any third party arising out of the payment of Compensation to a Group Member if the Compensation is claimed by a third party or a third party causes an amount that would otherwise be paid to the Group Member to be reduced.

14. TIME

- 14.1 The time for doing any act or thing under this Settlement Scheme may be extended by the Claims Administrator at its absolute discretion.

- 14.2 The time for doing any act or thing under this Settlement Scheme may be extended by order of the Court.