

## DISTRIBUTION PROTOCOL

### Part I - Settlement Structure

1. The definitions in the Settlement Agreement apply to and are incorporated into this Distribution Protocol.
2. This Distribution Protocol is prepared in accordance with section 10 of the Settlement Agreement.
3. After payment of honouraria, fees, disbursements and applicable taxes, the balance of the **funds** (the "**Settlement Funds**") will be held in an interest-bearing trust account by Hammerco Lawyers LLP or its successor.
4. Interest earned on the Settlement Funds will accrue to the benefit of the Class, up until the end of the claims process.
5. The Settlement Funds will be available to pay approved claims for compensation in connection with the Cathay Pacific data incident, in accordance with this Distribution Protocol, Part II.
6. It is understood that the Settlement Funds may be insufficient to pay all claims. No additional contributions will be made from any source other than interest earned on the existing Settlement Funds.
7. Class Members may not claim for amounts already reimbursed from any other source.
8. Class Counsel will administer the Distribution Protocol in accordance with its terms, prioritising the goals of efficiency and compensation for eligible claims. At their sole discretion, Class Counsel may waive technical requirements under the Distribution Protocol, if necessary, to do justice for Class Members. There will be no appeals or other reconsideration from any determinations made under the Distribution Protocol. Class

Counsel will not be liable for any decisions or actions taken under the Distribution Protocol.

9. Class Counsel will be entitled to charge the Settlement Funds for postage and cheque expenses associated with administering the Settlement Fund, and the cost of maintaining a dedicated interest-bearing trust account, but not for their time or any staff time spent on administration.
10. Any funds remaining after six (6) months from the Order approving this Distribution Protocol, after payment of claims and expenses, will be disbursed by Class Counsel to the Law Foundation of British Columbia, without restriction, and without any requirement for further Court approval or order.

**Part II- How to Make a Claim**

11. All claims must be received by no later than **[DATE: six months after date of approval order]**.
12. Class Members who submit a timely Claim evidencing a substantiated loss actually and directly caused by the Cathay Pacific data incident (a “**Substantiated Loss**”) will be eligible for a reimbursement of such loss, determined solely by the absolute discretion of Class Counsel.
13. The evidence of Substantiated Loss must be objective, reliable and credible, such as credit card statements, invoices, fraud reports, and receipts of out-of-pocket expenses incurred. Only Class Members’ losses and/or expenses actually and directly caused by the Cathay Pacific data breach will be approved by Class Counsel in their absolute discretion.
14. Class Members are entitled to submit a claim for the following loss types:

<b>Loss Type</b>		<b>Description of Supporting Documentation (What to Provide and Identify and Why)</b>
Unauthorised charges on a Class Members' bank account or credit card	<i>Unreimbursed expenses or losses that directly result from the Cathay Pacific data incident</i>	<p><b>Example:</b> Bank statement with unauthorized charges paid</p> <ul style="list-style-type: none"> <li>• must highlight the pertinent charges <b>and</b></li> <li>• must provide other documents establishing why these unauthorized charges directly resulted from the Cathay Pacific data incident</li> </ul>
Unauthorised lending	<i>Unreimbursed expenses or losses that directly result from the Cathay Pacific data incident</i>	<p><b>Example:</b> Correspondence with lender, credit reporting agency, police, or debt collector showing unauthorised lending in the name of the Class Member</p>
Credit monitoring, credit insurance, identity theft protection	<i>Unreimbursed services paid for by a Class Member to protect their accounts or personal information after hearing about the Cathay Pacific data incident prior to the date of the Settlement</i>	<p><b>Example:</b> Credit card statement, bank statement, or invoice from service provider with date and costs paid</p> <ul style="list-style-type: none"> <li>• must highlight pertinent dates and costs paid <b>and</b></li> <li>• must provide other documents establishing why these damages directly resulted from the Cathay Pacific data incident</li> </ul>

Credit reports	<i>Unreimbursed services paid for by a Class Member to protect their accounts or personal information after hearing about the Cathay Pacific data incident prior to the date of the Settlement</i>	<p><b>Example:</b> Credit card statement, bank statement, or invoice from service provider with date and costs paid</p> <ul style="list-style-type: none"> <li>• must highlight pertinent dates and costs paid <b>and</b></li> </ul> <p>must provide other documents establishing why these damages directly resulted from the Cathay Pacific data incident</p>
Other costs, losses and/or unreimbursed expenses not listed above	<i>Other unreimbursed expenses or losses that directly result from the Cathay Pacific data incident</i>	<p><b>Example:</b> Sufficient supporting documentation of expenses paid</p> <ul style="list-style-type: none"> <li>• must highlight all pertinent information</li> </ul>

15. Class Members who submit an approved Substantiated Claim will also be entitled to receive reimbursement for two (2) hours of lost time (“**Lost Time**”), calculated at a rate of \$20.00 CAD per hour, for each category of approved Substantiated Loss, the whole in addition to any approved compensation for the Substantiated Loss in question. A claim for Lost Time cannot be submitted without an associated, approved Substantiated Loss.

16. Every claim must be supported by proof of class membership in the form of the original breach notification email or the consent certification notification email or similar (“**Proof of Class Membership**”). Class Members should redact all personal information except their full name.

17. Every claim must include the following information:

- a. Full Name
- b. Contact information (mailing address, email, telephone)
- c. Proof of Substantiated Loss

- d. Confirmation that the Substantiated Loss has not previously been reimbursed from another source
- e. Proof of Class Membership
- f. Signed and dated

18. Claims can be submitted by email to [ADDRESS]. Class Members can alternatively provide their claim in paper form and mail it to: [ADDRESS].
19. Class Counsel may request additional information from a Class Member making a claim. Failure to provide the requested information in a timely way may result in the denial of a claim.
20. Class Counsel will administer all claims received by the date that is six (6) months' after the date of the Order approving this Distribution Protocol. If the available Settlement Funds are insufficient to pay all approved Substantiated Claims at that time, each claim will be proportionally reduced (the "**Distribution**"). The expenses associated with processing the claims may be charged by Class Counsel against the Settlement Funds at that time.
21. The expenses (other than legal fees) associated with processing the claims may be charged by Class Counsel against the Settlement Funds at that time.
22. Following the Distribution, Class Counsel will disburse any remaining Settlement Funds to the Law Foundation of British Columbia. If prior to the Final Distribution all the Settlement Funds are paid out to Class Members, then there will be no disbursement to the Law Foundation of British Columbia.
23. Following the Final Distribution or at such time as there are no funds left to disburse, Class Counsel shall send a reporting letter to the Case Management Judge setting out the claims made, amounts paid out, and any other matters relevant to the Distribution Protocol process.