

Canadian SRAM National Class Actions

Distribution Protocol

Rules for Distribution:

1. The Supervising Court for the purpose of the distribution of the net settlement proceeds of the Canadian SRAM National Class Actions shall be the Supreme Court of British Columbia.
2. NPT RicePoint, Inc. will be the Claims Administrator for the purpose of the distribution of the net proceeds of all approved settlements in the Canadian SRAM National Class Actions.
3. The net proceeds of all approved settlements in the Canadian SRAM National Class Actions shall be distributed in accordance with the rules established by this court-approved Distribution Protocol.
4. The claims-made process will be designed in accordance with the provisions of the court-approved Administration Protocol to assist Settlement Class Members to easily and efficiently advance their claims in all applicable claims categories.
5. Claims for compensation will be permitted for SRAM and for the following types of new Eligible SRAM Products purchased by Settlement Class Members in Canada during the Class Period:
 - A. Computers
 - 1) Personal Digital Assistants
 - 2) Smart Phones
 - 3) Desktop Computers
 - 4) Servers
 - B. Networking
 - 1) Routers
 - 2) Switches
 - 3) Modems(collectively, the “Eligible SRAM Products”).
6. Settlement Class Members may not recover in relation to SRAM or Eligible SRAM Products compensated or released as part of U.S. proceedings or a private settlement.

7. Settlement Class Members will be entitled to advance claims for purchases of SRAM and/or Eligible SRAM Products in one or more of the following claims categories: 1) End User Claims; 2) Manufacturer Claims; and 3) Distributor/Reseller Claims, provided they meet the rules for each applicable claims category.
8. A fund will be created for each claims category and net settlement proceeds will be allocated to each fund as follows:

1)	END USERS FUND	25%
2)	MANUFACTURERS FUND	50%
3)	DISTRIBUTORS/RESELLERS FUND	25%

9. Compensation for all valid claims received will be calculated by the Claims Administrator based on the rules for the applicable claims category and the net settlement proceeds available in the applicable claims fund.
10. Each eligible Settlement Class Member will be paid the compensation calculated by the Administrator provided his/her/its respective share amounts to \$25.00 or more.
11. Compensation payable to Quebec Settlement Class Members will be subject to deduction in respect of the amounts payable to the Fonds d'aide aux recours collectifs.
12. Additional rules for the various claims categories are as follows:

End User Claims:

13. A Settlement Class Member will be entitled to submit an End User Claim for his/her/its aggregate purchases of SRAM or Eligible SRAM Products purchased in Canada during the Class Period for his/her/its own use and not for commercial resale provided his/her/its Total SRAM Sum as per Appendix A equals \$100 or more.
14. To account for those Settlement Class Members whose Total SRAM Sum as per Appendix A does not equal \$100 or more, there will be a *cy près* distribution of CAD\$80,000.00 from the End Users Fund. The *cy près* distribution will be split evenly between the Boys and Girls Clubs of

Canada and the United Way Centraide Canada (the “Approved Recipients”) to be used in accordance with their court-approved *cy pres* proposals.

15. All valid End User Claims will be compensated out of the End Users Fund.
16. The Total SRAM Sum for each valid End User Claim will be calculated by the Claims Administrator using the formula set out in Appendix A. The Total SRAM Sum payable for each valid End User Claim will be subject to such pro-ration as may be required, such that the aggregate of the Total SRAM Sums payable to all valid End User Claims shall utilize the whole of the End Users Fund after the deduction of the *cy près* distribution pursuant to paragraph 13.

Manufacturer Claims:

17. A Settlement Class Member will be entitled to submit a Manufacturer Claim for SRAM purchased by him/her/it to manufacture or assemble products containing SRAM for direct or indirect commercial resale to End Users in the modified form.
18. All valid Manufacturer Claims will be compensated out of the Manufacturers Fund.
19. The Total SRAM Sum for each valid Manufacturer Claim will be calculated by the Claims Administrator using the formula set out at Appendix A. The Total SRAM Sum payable for each valid Manufacturer Claim will be subject to such pro-ration as may be required, such that the aggregate of the Total SRAM Sums payable to all valid Manufacturer Claims shall utilize the whole of the Manufacturers Fund.

Distributor/Reseller Claims:

20. A Settlement Class Member will be entitled to submit a Distributor/Reseller Claim for SRAM and/or Eligible SRAM Products purchased by him/her/it for resale by him/her/it without modification.
21. All valid Distributor/Reseller Claims will be compensated out of the Distributors/Resellers Fund.
22. The Total SRAM Sum for each valid Distributor/Reseller Claim will be calculated by the Claims Administrator using the formula set out at Appendix A. The Total SRAM Sum payable for each valid Distributor/Reseller Claim will be subject to such pro-ration as may be required, such that

the aggregate of the Total SRAM Sums payable to all valid Distributor/Reseller Claims shall utilize the whole of the Distributors/Resellers Fund.

Residual Discretion for the Management of the Distribution Protocol:

23. Notwithstanding the foregoing, if, following the claims process and the calculation of compensation in accordance with this Distribution Protocol, Class Counsel have concerns that the claims process and/or Distribution Protocol has produced an unjust result on the whole or to any segment of the Settlement Class Members or that a modification is required, they shall move to the Supervising Court for approval of a reasonable modification to this Distribution Protocol to remedy any unjust result or for further directions with respect to the distribution of the net settlement proceeds.
24. In arriving at a determination that an unjust result has occurred or that a modification is required, Class Counsel shall seek a consensus among themselves failing which they may move to the Supervising Court for a determination of any such issue.
25. In arriving at a determination that an unjust result has occurred or that a modification is required, the Supervising Court and Class Counsel will consider whether any Settlement Class Member received more than approximately 25% of their Total SRAM Sum as per Appendix A.

Distribution of Residual Funds

26. If residual funds remain after all eligible Settlement Class Members have been paid settlement benefits pursuant to this Distribution Protocol, such residual funds shall be distributed cy pres to the Approved Recipients to be used in accordance with their court-approved cy pres proposals.
27. Any monies distributed cy pres pursuant to paragraphs 13 and 26 will have an initial deduction for distribution to the Fonds d'aide aux recours collectifs (the "Fonds Levy").¹

¹ In calculating the Fonds Levy, it will be assumed that the cy pres distributions will be allocated across Canada in proportion to the provincial populations. Statistics Canada reports that, in 2005, 23.5% of the Canadian population resided in Quebec. As a result, the Fonds Levy will be calculated on 23.5% of the Cy Près Fund. The Fonds Levy will be deducted from the amount allocated for the indirect benefit of Quebec Settlement Class Members.

Appendix A

The Total SRAM Sum will be calculated by the Claims Administrator for each Settlement Class Member in each applicable claims category using the following formula:

Step 1 for each Eligible SRAM Product type purchased in the applicable claims category:

Number of Units Purchased x Percentage Containing SRAM x Value of SRAM per Unit = Product Dollar Value.

Step 2: The sum of all Product Dollar Values in the applicable claims category = Total Eligible SRAM Product Sum

Step 3 for all raw SRAM purchased in the applicable claims category: Total Eligible SRAM Product Sum + Total dollar value of purchases of raw SRAM = Total SRAM Sum

Where the defined terms shall have the following meanings:

- A. **Number of Units Purchased** means the number of each type of Eligible SRAM Product purchased (eg. 100 desktop computers) in the applicable claims category for which compensation is being calculated.
- B. **Percentage Containing SRAM** means the estimated percentage of the Eligible SRAM Product type that contains SRAM (eg. Desktops 45%). This eliminates from the claim the estimated percentage of the Eligible SRAM Product type that did not contain any SRAM.
- C. **Value of SRAM per Unit** means the estimated cost of SRAM in the relevant Eligible SRAM Product type.

The following chart provides the applicable values for the above defined terms:

Eligible SRAM Product Type	Percentage Containing SRAM	Value of SRAM per Unit
Desktops	45%	\$11.24
Servers	90%	\$45.95
Routers	82%	\$17.29
Switches	32%	\$35.42
Modems	58%	\$4.02
Smartphones	22%	\$47.01
PDA's	40%	\$6.29