UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. DANSKE BANK A/S, Defendant.	Case No. 7:22-CV-10509 Honorable Nelson S. Roman

DISTRIBUTION PLAN

I. OVERVIEW

1. This Distribution Plan (the "Plan") was developed by the Securities and Exchange Commission (the "Commission" or "SEC") in accordance with practices and procedures customary in Fair Fund administrations. This Plan provides for the distribution of a Fair Fund (the "Fair Fund"), comprised of civil money penalties paid by Danske Bank A/S ("Danske" or "Defendant") in this proceeding.

2. As described more specifically below, the Plan seeks to compensate investors who were harmed by the Defendant's conduct as alleged in the Complaint. Specifically, the Complaint alleges that Danske misled investors about its anti-money laundering (AML) compliance program in its Estonian branch and failed to disclose the risks posed by the program's significant deficiencies. As calculated using the methodology detailed in the Plan of Allocation (attached as Exhibit A), investors who acquired Danske American Depository Receipts (ADRs) and/or Danske common stock (collectively, the "Securities") between January 1, 2009, and September 18, 2018, inclusive, and held the Securities as of corrective disclosures on July 18, 2018, September 7, 2018, and/or September 19, 2018, may be compensated for their losses.

3. The Fair Fund will be allocated to harmed investors in two stages: first to investors who suffered Recognized Losses on Danske ADRs, and then, from any remaining funds, to investors who suffered Recognized Losses on Danske common stock. Although the Fair Fund will be allocated in two stages, to the extent funds are available, payment will be made to both groups of investors at the same time.

4. The Commission has custody of the Fair Fund and shall retain control of the assets of the Fair Fund. The Court retains jurisdiction over its implementation.

II. BACKGROUND

5. On December 13, 2022, the SEC filed a Complaint against Danske. [Dkt. No. 1]. The SEC alleged that from at least 2009 to 2016, Danske, directly and through its branch in Estonia ("Danske Estonia"), provided banking services to suspicious customers despite knowing there was a high degree of risk that such customers were potentially engaged in money laundering.

6. The Complaint further alleged that Danske also knew or was reckless in not knowing of numerous red flags indicating that its employees and managers at Danske Estonia had, among other things, conspired with customers to circumvent the AML laws and that Danske's internal AML and know your customer safeguards were weak and ineffective. The Complaint also alleged that Danske knowingly or recklessly made materially misleading statements and omissions in its publicly available reports stating that Danske was compliant with its legal obligations to prevent its services from being used for illicit purposes and that it had effectively managed these risks.

7. The Complaint charged Danske with violations of Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. § 78j(b), and Rule 10b-5 thereunder, 17 C.F.R. § 240.10b-5.

8. Danske consented to the entry of a Final Judgment against it, enjoining it from violating the provisions of the federal securities laws that are the subject of the allegations in the Complaint. The Final Judgment was entered by the Court on December 16, 2022. [Dkt. No. 9]. In the Final Judgment, Danske was also ordered to pay $178.6 million in disgorgement, $55.8 million in prejudgment interest, and a civil penalty of $178.6 million. The SEC deemed the disgorgement and prejudgment interest satisfied by forfeiture and confiscation ordered in parallel criminal cases.

9. Pursuant to the Final Judgment, Defendant has paid the civil penalty of $178.6 million in full. The funds are being held in an SEC-designated account with the United States Department of the Treasury, and any accrued interest will be added to the Fair Fund.

10. Pursuant to Motion by the Commission, on February 14, 2023, the Court established a Fair Fund, so that the penalties collected can be distributed to harmed investors. [Dkt. No. 14]. On the same day, the Court appointed Miller Kaplan Arase LLP as Tax Administrator for the Fair Fund. *Id*.

11. On April 1, 2024, the Court appointed RCB Fund Services LLC ("RFS") as Distribution Agent for the Fair Fund to assist in overseeing the administration and distribution of the Fair Fund, pursuant to a distribution plan to be approved by the Court. [Dkt. No. 16].

III. DEFINITIONS

As used in this Plan, the following definitions will apply:

12. "**Administrative Costs**" means any administrative costs and expenses, including without limitation the fees and expenses of the Tax Administrator and the Distribution Agent, tax obligations, and investment and banking costs.

13. "**Claim Form**" means the form designed by the Distribution Agent, in consultation with the Commission staff, for the filing of claims in accordance with this Plan. The Claim Form will require, at a minimum, sufficient documentation reflecting any Preliminary Claimant's purchases and dispositions of the Securities during the Relevant Period such that eligibility under the Plan can be determined, tax identification and other related information from the Preliminary Claimant as determined necessary by the Distribution Agent in coordination with the Tax Administrator, and a certification that the Preliminary Claimant is not an Excluded Party.

14. "**Claim Status Notice**" means the notice sent by the Distribution Agent within 120 days of the Claims Bar Date to all Preliminary Claimants that submitted a Claim Form. The Claim Status Notice will set forth the Distribution Agent's determination of the eligibility of the claim and, where applicable, the Preliminary Claimant's Recognized Loss. The Claim Status Notice will provide to each Preliminary Claimant whose claim is deficient, in whole or in part, the reason(s) for the deficiency. In the event the claim is denied, the Claim Status Notice will state the reason(s) for such denial. The Claim Status Notice will also notify the Preliminary Claimant of the opportunity to cure any deficiency, request reconsideration, or dispute the determination made by the Distribution Agent and provide instructions regarding what is required to do so.

15. "**Claims Bar Date**" means the date established in accordance with this Plan by which a Preliminary Claimant's Claim Form must be postmarked or submitted electronically in order to receive consideration under the Plan. The Claims Bar Date is 150 days after the initial mailing of the Plan Notice. Claim Forms submitted by Preliminary Claimants postmarked or received after the Claims Bar Date will not be accepted unless the Distribution Agent is directed to do so by the Commission staff.

16. "**Determination Notice**" means the written notice sent by the Distribution Agent to any Preliminary Claimant who timely responded to the Claim Status Notice in an effort to cure a deficiency, seek reconsideration of a denied claim, or otherwise dispute the determination made by the Distribution Agent. The Determination Notice will notify the Preliminary Claimant of the claim determination and constitute the Distribution Agent's final ruling regarding the eligibility status of the claim.

17. "**Distribution Payment**" means a payment from the Fair Fund to a Payee in accordance with the terms of this Plan.

18. "**Eligible Claimant**" means a Preliminary Claimant, who is not an Excluded Party, who submitted a valid Claim Form and has suffered a Recognized Loss, as calculated in accordance with the Plan of Allocation.

19. "**Excluded Party**" means:

(a) The Defendant;

(b) Any person who served at any time during the Relevant Period as an officer[1] or director of Defendant;

(c) Any employee or former employee of the Defendant or any of its affiliates who has been terminated or has otherwise resigned in connection with the conduct alleged in the Complaint;

(d) Any Person who, as of the Claims Bar Date, has been the subject of criminal charges related to the conduct alleged in the Complaint or any related Commission action;

(e) Any firm, trust, corporation, officer, or other entity in which Defendant has or had a controlling interest;

(f) The Distribution Agent, its employees, and those Persons assisting the Distribution Agent in its role as the Distribution Agent;

(g) Any affiliates, assigns, creditors, heirs, distributees, spouses, parents, children, or controlled entities of any of the foregoing Persons or entities described in 19(a) – (f) above; or

(h) Any purchaser or assignee of another Person's right to obtain a recovery from the Fair Fund for value; provided, however, that this provision shall not be construed to exclude those Persons who obtained such a right by gift, inheritance, or devise.

The Claim Form will require claimants to certify that they are not an Excluded Party. All Excluded Parties will be deemed ineligible to participate in the distribution of the Fair Fund.

20. "**Fair Fund**" means the fund created by the Court pursuant to Section 308(a) of the Sarbanes-Oxley Act of 2002, for the benefit of investors harmed by Defendant's violations alleged in the Complaint.

21. "**Net Available Fair Fund**" means the Fair Fund, plus any interest or earnings, less Administrative Costs. The Net Available Fair Fund will be allocated in two stages: first to investors who suffered Recognized Losses on Danske ADRs, and then, from any remaining funds, to investors who suffered Recognized Losses on Danske common shares due to Danske's violations. Although the Net Available Fair Fund will be allocated in two stages, to the extent funds are available, Distribution Payments to investors who suffered Recognized Losses in both Securities will be made at the same time.

[1] An "officer" excluded under this paragraph is any officer of Danske required to file a Form 3, 4 or 5 with the Commission pursuant to Section 16 of the Securities Exchange Act of 1934 to report transactions in the Securities during the Relevant Period.

22. "**Payee**" means an Eligible Claimant whose Recognized Loss calculates to a distribution amount equal to or greater than $20.00, in accordance with the Plan of Allocation, who will receive a Distribution Payment.

23. "**Person**" means natural individuals as well as legal entities such as corporations, partnerships, or limited liability companies.

24. "**Plan Notice**" means a written notice from the Distribution Agent to Preliminary Claimants informing them of the Fair Fund; the Plan and its eligibility requirements; explaining how to submit a claim, including instructions for any online claims process; and how to obtain a copy of the approved Plan and Claim Form by request or from the Fair Fund's website. The Plan Notice will also be available on the Fair Fund's website that is maintained by the Distribution Agent. The initial mailing of the Plan Notice is the mailing sent by the Distribution Agent in accordance with paragraph 41.

25. "**Plan of Allocation**" means the methodology used by the Distribution Agent to calculate if a Preliminary Claimant has suffered a Recognized Loss. The Plan of Allocation is attached as Exhibit A.

26. "**Preliminary Claimant**" shall mean a Person, or his, her, or its lawful successors, identified by the Distribution Agent as having a possible claim to recover from the Fair Fund under this Plan or a Person asserting prior to the Claims Bar Date that he, she, or it has a possible claim to recover from the Fair Fund under this Plan, as a result of transactions in the Securities during the Relevant Period.

27. "**Recognized Loss**" means the loss calculated in accordance with the Plan of Allocation.

28. "**Relevant Period**" means the period between January 1, 2009, through September 18, 2018, inclusive, for acquisition of the Securities and July 18, 2018, September 7, 2018, and/or September 19, 2018, the dates of corrective disclosures, for holding the Securities.

29. "**Security**" or "**Securities**" refers to Danske ADRs in the United States over-the-counter market and/or shares of Danske common stock registered on the Nasdaq Copenhagen exchange.

30. "**Summary Notice**" means the notice published in print or internet media that shall include, at a minimum, a statement of the purpose of the Fair Fund and the Plan, the means of obtaining a Claim Form and Plan Notice, and the Claims Bar Date. The Summary Notice will be published electronically domestically and internationally within ten (10) days of the initial mailing of the Plan Notice.

31. "**Third-Party Filer**" means a third party, including without limitation a nominee, custodian, or an intermediary holding in street name, who is authorized to submit and submits a claim(s) on behalf of one or more Preliminary Claimants. Third-Party Filer does not include assignees or purchasers of claims that are excluded from receiving Distribution Payments under Paragraph 19(h), above.

IV. TAX COMPLIANCE

32. The Tax Administrator will handle the tax obligations of the Fair Fund. The Tax Administrator will be compensated for reasonable fees and expenses from the Fair Fund.

33. The Fair Fund constitutes a Qualified Settlement Fund ("QSF") under Section 468B(g) of the Internal Revenue Code of 1986, as amended, 26 U.S.C. § 468B(g), and related regulations, 26 C.F.R. §§ 1.468B-1 through 1.468B-5. The Tax Administrator is the administrator of such QSF for purposes of Treas. Reg. § 1.468B-2(k)(3)(I) and shall satisfy the tax-related administrative requirements imposed by Treas. Reg. § 1.468B-2, including, but not limited to:

(a) Obtaining a taxpayer identification number;

(b) Requesting funds necessary for the timely payment of all applicable taxes, the payment of taxes for which the Tax Administrator has received funds, and the filing of applicable returns; and

(c) Fulfilling any information reporting or withholding requirements imposed on distributions from the Fair Fund.

V. DISTRIBUTION AGENT

34. The Distribution Agent will be responsible for administering the Fair Fund in accordance with the Plan. This will include, among other things, taking reasonable steps to obtain accurate mailing information for Preliminary Claimants; establishing a website and staffing a call center to address inquiries regarding the Plan; disseminating the Plan Notice; preparing accountings; cooperating with the Tax Administrator appointed by the Court to satisfy any tax liabilities and to ensure compliance with income tax reporting requirements, including but not limited to Foreign Account Tax Compliance Act (FATCA); disbursing the Fair Fund in accordance with this Plan, as ordered by the Court; and researching and reconciling errors and reissuing payments, when possible.

35. To carry out the purposes of this Plan, the Distribution Agent is authorized to make and implement immaterial changes to the Plan upon agreement of the Commission staff. If a change is deemed to be material by the Commission staff, Court approval is required prior to implementation by amending the Plan.

36. The Distribution Agent may extend any procedural deadline contained in the Plan for good cause shown, if agreed upon by the Commission staff.

37. The Distribution Agent is entitled to rely on all outstanding rules of law and Court orders. The Distribution Agent will not be liable to anyone, except the Commission on behalf of the Fair Fund for a pecuniary loss to the Fair Fund, for any action taken or omitted by the Distribution Agent in connection with the Plan and all Preliminary Claimants will have no claims against the Distribution Agent, its employees, agents, and attorneys in connection with the Plan and the administration of the Fair Fund, and will be deemed enjoined from prosecuting or

asserting any such claims, except upon a finding by this Court of gross negligence or reckless disregard of duty under this Plan.

38. The Distribution Agent is authorized to enter into agreements with third parties as may be appropriate or necessary in the administration of the Fair Fund, provided such third parties are not excluded pursuant to other provisions of this Plan. In connection with such agreements, the third parties shall be deemed to be agents of the Distribution Agent under this Plan.

39. The Distribution Agent may be removed at any time by the Court and replaced with a successor. In the event the Distribution Agent decides to resign, it will first give written notice to the Commission staff and the Court of such intention, and such resignation will not be effective until the Court has appointed a successor. The Distribution Agent will then follow such instructions as such successor or the Court provides in turning over management of the Fair Fund.

VI. ADMINISTRATION OF THE FAIR FUND

Identification of and Notification to Preliminary Claimants

40. The Distribution Agent will, insofar as practicable, use its best efforts to identify Preliminary Claimants from a review of trading records, obtaining records from registered broker-dealers and investment advisors, and seeking information from any other source available to it. The Distribution Agent may also engage a third-party firm, after consultation with and approval of the Commission staff, to assist in identifying Preliminary Claimants to maximize the participation rate in the Fair Fund.

41. Within 45 days after Court approval of the Plan, the Distribution Agent will:

(a) Design and submit a Plan Notice and the Claim Form to the Commission staff for review and approval;

(b) Create a mailing and claim database of all Preliminary Claimants based upon information identified by the Distribution Agent;

(c) Run a National Change of Address search to retrieve updated addresses for all records in the database, thereby ensuring the mailing information for Preliminary Claimants is up to date;

(d) Email and/or mail a Plan Notice to each Preliminary Claimant identified by the Distribution Agent and to the Distribution Agent's list of banks, brokers, and other nominees in accordance with paragraph 46;

(e) Establish and maintain a website devoted solely to the Fair Fund. The Fair Fund's website will make available a copy of the approved Plan; provide information regarding the claims process and eligibility requirements for participation in the Fair Fund in the form of frequently asked questions; include in downloadable form, the Claim Form and other related

materials; and such other information the Distribution Agent believes will be beneficial to Preliminary Claimants;

(f) Establish and maintain a toll-free telephone number for Preliminary Claimants to call to speak to a live representative of the Distribution Agent during its regular business hours or, outside of such hours, to hear prerecorded information about the Fair Fund. The toll-free number will be listed on all correspondence from the Distribution Agent to Preliminary Claimants as well as on the Fair Fund's website; and

(g) Establish and maintain a traditional mailing address and an email address which will be listed on all correspondence from the Distribution Agent to Preliminary Claimants as well as on the Fair Fund's website.

42. The Distribution Agent will electronically publish the Summary Notice domestically and internationally within 10 days of the initial mailing of the Plan Notice.

43. The Commission staff retains the right to review and approve any material posted on the Fair Fund's website, any material mailed, and any scripts used in connection with any communication with Preliminary Claimants.

44. In all materials that refer to the Claims Bar Date, the filing deadline will be clearly identified with the calendar date, which is 150 days from the date of the initial mailing of the Plan Notice.

45. The Distribution Agent will promptly provide a Plan Notice to any Preliminary Claimant upon request made via mail, phone, or email prior to the Claims Bar Date.

46. The Distribution Agent will send by mail, email, or other means, the Plan Notice to the Distribution Agent's list of banks, brokers, and other nominees, as well as any other institutions identified during the outreach process, that may have records of the Securities during the Relevant Period (collectively, the "Nominees or Custodians"). The Distribution Agent will request that these entities, to the extent that they were record holders for beneficial owners of the Securities:

(a) Within 14 days of the Nominees' or Custodians' receipt of the Plan Notice, notify and send the Plan Notice to the respective beneficial owners and, as requested, direct the beneficial owners to the Fair Fund website to either submit a claim using the online claim filing portal or to obtain a paper Claim Form, so that the beneficial owners may timely file a claim. The burden will be on the Nominees or Custodians to ensure the claims process information, including, if requested, the Claim Form and Plan Notice and other relevant materials, is properly disseminated to the beneficial owners; and/or

(b) Provide to the Distribution Agent, within 14 days of receipt of the Plan Notice, a list of last known names and addresses for all beneficial owners for whom/which they acquired and/or held, as the record holder, the

Securities during the Relevant Period, so that the Distribution Agent can communicate with the beneficial owners directly.

47. An unlimited number of Plan Notices and Claim Forms may be downloaded from the Fair Fund website by the Nominees or Custodians. In the event paper copies are needed, the Distribution Agent may provide a copy of the materials relevant to submitting a claim to any Nominee or Custodian which the Nominee or Custodian can reproduce at its own expense for the purpose of distribution to beneficial owners.

48. Documented reasonable out-of-pocket expenses incurred by the Nominees or the Custodians, which would not have been incurred but for compliance with paragraph 46 above, may be reimbursed from the Fair Fund. The amount of such expenses allowed will be at the discretion of the Distribution Agent, in consultation with the Commission staff. Nominees and Custodians are encouraged to notify their respective beneficial owner clients using email and direct them to the Fair Fund website for additional information and all relevant materials. If the Nominee and/or Custodian decide to notify respective beneficial owner clients using mail, the Nominee and/or Custodian must make good faith efforts to update the addresses using commercially available databases and must avoid sending duplicate notices to the account holders. Unless otherwise determined by the Distribution Agent in consultation with the SEC staff, out-of-pocket expenses based on the following rates will be considered reasonable:

(a) A maximum of $0.08 per email disseminated consistent with paragraph 46(a), up to a total maximum reimbursement of $16,000; or

(b) A maximum of $0.06 per Plan Notice mailed, excluding postage, up to a total maximum reimbursement of $12,000. The maximum reimbursement for postage is $20,000. Nominees or Custodians may request preapproval for a reimbursement in excess of this maximum, and the Distribution Agent may grant or deny the request at its discretion. No requests for reimbursement in excess of the maximum will be granted without prior authorization; or

(c) A maximum of $0.20 per name, address, and email address provided to the Distribution Agent, up to a total maximum reimbursement of $4,000.

If Plan Notices are mailed, the reimbursement for both costs of the Plan Notice and postage will be offset by the number of packages returned to the Distribution Agent. Reimbursement will not be allowed for duplicate notices sent to the same account.

49. The Distribution Agent will attempt to locate any Preliminary Claimant whose mailing is returned as undeliverable and will document all such efforts. The Distribution Agent will use its best efforts to make use of commercially available resources and other reasonably appropriate means to obtain updated addresses in response to undeliverable notices and forward any returned mail for which an updated address is provided or obtained. The Distribution Agent will make available, upon request by the Commission staff, a list of all Preliminary Claimants whose Plan Notice has been returned as undeliverable due to incorrect addresses and for which the Distribution Agent has been unable to locate current addresses.

Filing a Claim

50. To avoid being barred from asserting a claim, on or before the Claims Bar Date, each Preliminary Claimant must submit to the Distribution Agent a properly completed Claim Form reflecting such Preliminary Claimant's claim, together with supporting documentation that the Distribution Agent, in its discretion, deems necessary or appropriate to substantiate the claim. Without limitation, this information may include third-party documentary evidence of purchases and dispositions of the Securities during the Relevant Period, as well as holdings of the Securities at pertinent dates.

51. Electronic claims submission is encouraged; the Plan Notice will include instructions on how Preliminary Claimants can submit their claims electronically via the Fair Fund's website. If using the web-based claim filing option, a Preliminary Claimant must submit his, her, or its claim to the Distribution Agent by 11:59 p.m. Eastern Standard Time on the Claims Bar Date. The Plan Notice will also include instructions for submission of claims if the Preliminary Claimant is unable to submit his, her, or its claim electronically.

52. The burden will be upon the Preliminary Claimant to ensure that his, her or its Claim Form has been properly and timely received by the Distribution Agent. A Claim Form that is postmarked or otherwise received after the Claims Bar Date will not be accepted unless the deadline is extended by the Distribution Agent for good cause shown, after consultation with the Commission staff.

53. All Claim Forms and supporting documentation necessary to determine a Preliminary Claimant's eligibility to receive a distribution from the Fair Fund under the terms of the Plan must be endorsed by a declaration executed by the Preliminary Claimant under penalty of perjury under the laws of the United States. The declaration must be executed by the Preliminary Claimant, unless the Distribution Agent accepts such declaration from a Person authorized to act on the Preliminary Claimant's behalf, whose authority is supported by such documentary evidence as the Distribution Agent deems necessary.

54. When submitting claims to the Fair Fund on behalf of its clients, all Third-Party Filers must use the electronic filing template provided by the Distribution Agent in this matter. Third-Party Filers that do not comply with the template and format provided by the Distribution Agent may be rejected. Third-Party Filers must also submit a signed primary proof of claim and release, as well as proof of authority to file on behalf of the claimant(s) at the time the electronic file of transactions is submitted. Failure to do so may result in rejection of either the claim(s) or the entire electronic submission.

55. Each Third-Party Filer must establish the validity and amount of each claim in its submission. Third-Party Filers must submit such supporting documentary evidence of purchases, dispositions (including transfers), and holdings of the Securities as the Distribution Agent deems necessary or appropriate to substantiate each individual claim. Without limitation, this includes the complete name of the Preliminary Claimant (beneficial account owner) and its TIN (for individuals) or EIN (for companies), sufficient contact information to confirm the identity of the beneficial owner, and documentation from the original bank, broker or other institution of purchases and dispositions of the Securities (account statements, confirmations and

other documentation of purchases and dispositions), as well as holdings of the Securities on pertinent dates. The Distribution Agent will have the right to request, and the Third-Party Filer will have the burden of providing to the Distribution Agent, any additional information and/or documentation deemed necessary by the Distribution Agent to substantiate the claim(s) contained in the submission. Documentation from a Third-Party Filer that is not acceptable to the Distribution Agent will result in rejection of the affected claim(s). The determination of the Distribution Agent to reject a claim for insufficient documentation, as reflected in the Determination Notice, is final and within the discretion of the Distribution Agent.

56. Claim submissions by Third-Party Filers must be complete, including supporting documentary evidence required in paragraphs 54 and 55 above, by the Claims Bar Date. Any submissions, of claims or of supporting documentary evidence in connection with any claim, after the Claims Bar Date may result in rejection of such claims. Further, the submission of supporting documentation by Third-Party Filers in a disorganized or haphazard manner may result in rejection of such claims.

57. The receipt of the Securities by gift, inheritance, devise, or operation of law will not be deemed to be a purchase of the Securities, nor will it be deemed an assignment of any claim relating to the purchase of such Securities unless specifically so provided in the instrument of inheritance. The recipient of the Securities as a gift, inheritance, devise or by operation of law will be eligible to file a Claim Form and participate in the distribution of the Fair Fund to the extent the original purchaser would have been eligible under the terms of the Plan. Only one claim may be submitted per transaction in the Securities, and in cases where duplicative claims are filed by the donor and donee, the donee claim will be honored, assuming it is supported by proper documentation.

58. Claims on behalf of a retirement plan covered by Section 3(3) of ERISA, 29 U.S.C.§ 1002(3), which do not include Individual Retirement Accounts and such plan's participants, are properly made by the administrator, custodian, or fiduciary of the plan and not by the plan's participants. The Distribution Agent will distribute any payments on such claims directly to the administrator, custodian, or fiduciary of the retirement plan. The custodian or fiduciary of the retirement plan will distribute any payments received in a manner consistent with its fiduciary duties and the governing account or plan provisions.

59. The Preliminary Claimant has the burden of notifying the Distribution Agent of a change in his, her or its current address and other contact information, and ensuring that such information is accurately reflected on the Distribution Agent's records.

Review of Claims and Deficiency Process

60. The Distribution Agent will review all claim submissions and determine the eligibility of each Preliminary Claimant to participate in the Fair Fund by reviewing claim data and supporting documentation and verifying the claim. Each Preliminary Claimant will have the burden of proof to establish the validity and amount of his, her or its claim. The Distribution Agent will have the right to request, and the Preliminary Claimant will have the burden of providing to the Distribution Agent, any additional information and/or documentation deemed relevant by the Distribution Agent.

61. The Distribution Agent will provide a Claim Status Notice within 120 days of the Claims Bar Date to each Preliminary Claimant. The Claim Status Notice will set forth the Distribution Agent's determination of the eligibility of the claim (eligible, partially or wholly deficient, or ineligible) and, where applicable, the Preliminary Claimant's Recognized Loss. The Claim Status Notice will provide to each Preliminary Claimant whose claim is deficient, in whole or in part, the reason(s) for the deficiency (e.g., failure to provide required information or documentation). In the event the claim is denied, in whole or in part, the Claim Status Notice will state the reason(s) for such denial. The Claim Status Notice will also notify the Preliminary Claimant of the opportunity to cure any deficiency, request reconsideration, or dispute the determination made by the Distribution Agent and provide instructions regarding what is required to do so.

62. Any Preliminary Claimant with a deficient claim will have 45 days from the date of the Claim Status Notice to cure any deficiencies identified in the Claim Status Notice.

63. Any Preliminary Claimant seeking reconsideration of a denied claim or disputing the calculation of Recognized Loss must submit his, hers, or its request to the Distribution Agent in writing within 45 days of the date of the Claim Status Notice. All requests for reconsideration must include the necessary documentation to substantiate the basis upon which the Preliminary Claimant is requesting reconsideration of his, her, or its claim.

64. The Distribution Agent will have the authority, in its sole discretion, to waive technical claim deficiencies and approve claims on a case-by-case basis, or in groups of claims. The Distribution Agent will also have the authority to determine that a claim is deficient and ultimately ineligible if a submission to cure a deficient claim or to contest an ineligible determination is not made in accordance with the instructions provided by the Distribution Agent. All determinations made by the Distribution Agent in accordance with the Plan in any dispute, request for reconsideration, or request to cure a deficient claim will be final and not subject to appeal.

65. The Distribution Agent will send, as appropriate, a Determination Notice to all Preliminary Claimants who responded to the Claim Status Notice to cure a deficiency, seek reconsideration of a rejected claim, or dispute the determination made by the Distribution Agent, notifying the Preliminary Claimant of its determination. The Distribution Agent will send such Determination Notices no later than thirty (30) days following receipt of documentation or information in response to the Claim Status Notice, or such longer time as the Distribution Agent determines is necessary for a proper determination concerning the claim. The Determination Notice will constitute the Distribution Agent's final ruling regarding the eligibility status of the claim.

66. Eligible Claimants who received a Determination Notice may dispute their Recognized Loss calculation if presented in writing to the Distribution Agent within 30 days of the date of the Determination Notice. Within 30 days of receiving an Eligible Claimant's dispute, the Distribution Agent will notify the Eligible Claimant, in writing, of its calculation of the Eligible Claimant's Recognized Loss after considering the dispute. This notice will constitute the Distribution Agent's final ruling regarding the loss calculations for the claim.

Third-Party Review

67. After the Distribution Agent has completed the process of analyzing the claims and determining claim amounts in accordance with the Plan, and prior to the issuance of Determination Notices and the distribution of any funds, the Distribution Agent will engage an independent, third-party firm, not unacceptable to Commission staff, to perform a set of agreed upon procedures, review a statistically significant sample of claims and ensure accurate and comprehensive application of the Plan of Allocation. The Distribution Agent will communicate the results of the review to Commission staff together with any written analysis or reports related to the review, and, upon request, will make the firm available to the Commission staff to respond to questions concerning the review.

Distribution Methodology

68. Any Preliminary Claimant, who is not an Excluded Party, who submitted a valid Claim Form and has suffered a Recognized Loss, as calculated in accordance with the Plan of Allocation, will be deemed an Eligible Claimant.

69. No Distribution Payments will be made for less than $20.00. If an Eligible Claimant's distribution amount calculates to less than $20.00, in accordance with the Plan of Allocation, that Eligible Claimant will be deemed ineligible to receive a Distribution Payment and his, her, or its distribution amount will be reallocated on a *pro rata* basis to Eligible Claimants whose distribution amounts are greater than or equal to $20.00. All Eligible Claimants whose Recognized Loss calculates to a distribution amount equal to or greater than $20.00 will be deemed a Payee and receive a Distribution Payment.

Establishment of a Reserve

70. Before determining the amount of funds available for distribution and calculating each Payee's Distribution Payment, the Distribution Agent, in conjunction with the Tax Administrator, will establish a reserve to pay Administrative Costs and to accommodate any unexpected expenditures (the "Reserve").

71. After all disbursements and Administrative Costs are paid, any remaining amounts in the Reserve will become part of the Residual described in paragraph 94 below.

Preparation of the Payment File

72. Within 150 days following the date of the Claim Status Notices described above in paragraph 61, the Distribution Agent will compile and send to the Commission staff the Payee information, including the name, address, calculated Recognized Loss, and the amount of the Distribution Payment for all Payees (the "Payee List"). The Distribution Agent will also provide a Declaration to the Commission staff, representing that the Payee List: (a) was compiled in accordance with the approved Plan; (b) is accurate as to Payees' names, addresses, Recognized Losses and amounts of their Distribution Payment; (c) includes the number of Payees compensated; (d) the percentage of the Payee's Recognized Loss being compensated by the disbursement from the Fair Fund, and if applicable, the total percentage to include all prior

disbursements; (e) the total amount of funds to be disbursed; and (f) provides all information necessary to make a payment to each Payee.

The Escrow Account

73. Prior to the disbursement of funds from the Net Available Fair Fund, the Distribution Agent will establish an escrow account (the "Escrow Account") with a United States commercial bank that is a well-capitalized financial institution as defined by the Federal Reserve Act, Subpart D, 12 C.F.R. § 208.43 and that is not unacceptable to the Commission staff (the "Bank"), pursuant to an escrow agreement (the "Escrow Agreement") to be provided by Commission staff.

74. The Distribution Agent, pursuant to the Escrow Agreement, will also establish with the Bank a separate deposit account (e.g., controlled distribution account, managed distribution account, linked checking and investment account) (the "Distribution Account"), insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC pass through limit. The Distribution Account shall be linked with the Escrow Account and both shall be named, and records maintained, in accordance with the Escrow Agreement.

75. During the term of the Escrow Agreement, the portions of the Fair Fund transferred to the Escrow Account (the "Escrow Property"), shall be invested and reinvested in short-term U.S. Treasury securities backed by the full faith and credit of the United States Government or an agency thereof. The investment shall be, of a type and term necessary to meet the cash liquidity requirements for payments to Payees, tax obligations, and/or fees of the Tax Administrator and/or Distribution Agent, including investment or reinvestment in a bank account insured by the FDIC up to the guaranteed FDIC limit, or in money market mutual funds registered under the Investment Company Act of 1940 that invest 100% of their assets in direct obligations of the United States Government.

76. The Distribution Agent will provide duplicate original bank and/or investment statements on any accounts established by the Distribution Agent to the Tax Administrator on a monthly basis and will assist the Tax Administrator in obtaining mid-cycle statements, as necessary.

77. The Distribution Agent will deposit or invest funds in the Escrow and Distribution Accounts to result in the maximum reasonable net return, considering the safety of such deposits or investments. In consultation with Commission staff, the Distribution Agent shall work with the Bank on an ongoing basis to determine an allocation of funds between the Escrow and Distribution Account.

78. All interest, dividends, and/or income earned by the Escrow Property will accrue for the benefit of the Escrow Property. All Administrative Cost associated with the Escrow and Distribution Accounts will be the responsibility of the Distribution Agent, who may be reimbursed for said costs as provided in this Plan. No such Administrative Costs may be paid to the Bank, its agents, and/or its affiliates from the Escrow Property.

Distribution of the Fair Fund

79. The Distribution Agent will seek to distribute the Net Available Fair Fund to all Payees only after all Claim Forms have been processed and all Preliminary Claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to contest or cure pursuant to the procedures set forth herein.

80. Upon the Commission's staff's receipt, review, and acceptance of the Payee List and Declaration from the Distribution Agent, the Commission will petition the Court for authority to disburse funds from the Net Available Fair Fund to the Bank in accordance with the Payee List for distribution by the Distribution Agent in accordance with the Plan. The Payee List shall, upon request, be made available to the Court under seal. All disbursements will be made pursuant to a Court Order.

81. Upon issuance of an order to disburse by this Court, the Commission staff will direct the transfer of funds in accordance with the Payee List to the Bank. The Distribution Agent will then use its best efforts to commence mailing Distribution Payment checks and/or effect wire transfers within 10 business days of the release of the funds into the Escrow Account. All efforts will be coordinated to limit the time between the Escrow Account's receipt of the funds and the issuance of Distribution Payments.

82. All Distribution Payments will be issued by the Distribution Agent from the Distribution Account. All checks will bear a stale date of 120 days from the date of issuance. Reissuance of a check must be requested before the stale date, and such request is governed by paragraph 88.

83. All Distribution Payments will be preceded or accompanied by a communication that includes, as appropriate: (a) a statement characterizing the distribution; (b) a statement that the tax treatment of the distribution is the responsibility of each Payee and that the Payee should consult his, her or its tax advisor for advice regarding the tax treatment of the distribution; however, any backup withholding required under IRC § 3406(a) and the regulations promulgated thereunder, or withholding required with respect to nonresident aliens ("NRAs") under Chapter 3 of the IRC, or FATCA-subject Payees under Chapter 4 of the IRC, will be withheld as required from the Distribution Payment and remitted to the Internal Revenue Service on the Payee's behalf; (c) a statement that checks will be void and cannot be reissued after 120 days from the date the original check was issued; and (d) contact information for the Distribution Agent for questions regarding the Distribution Payment. The letter or other mailings to Payees characterizing a Distribution Payment will be prepared by the Tax Administrator and provided to the Commission staff for review and approval.

84. All Distribution Payments, either on their face or in the accompanying mailing, will clearly indicate that the money is being distributed from the Fair Fund established by the Court to compensate investors for harm resulting from securities law violations.

85. Distribution Payments must be made by check or electronic payment payable to the Payee (the beneficial account owner). A Third-Party Filer shall not be the payee of any Distribution Payment check or electronic Distribution Payment, nor may a Third-Party Filer

deposit a payment directed to a beneficial owner into an omnibus bank account under the control of the Third-Party Filer. Third-Party Filers must provide sufficient contact information for each beneficial owner to enable the Distribution Agent to make payments directly to beneficial owners of the Security. Further, compensation to a Third-Party Filer or an attorney/representative for its services may not be paid or deducted from the Distribution Payment.

86. The submission of a Claim Form and the receipt and acceptance of a Distribution Payment by a Payee is not a release of a Payee's rights and claims against any party other than the Distribution Agent.

Post Distribution, Handling of Returned or Uncashed Checks, and Reissues

87. The Distribution Agent shall use its best efforts to make use of commercially available resources and other reasonably appropriate means to locate all Payees whose checks are returned to the Distribution Agent as undeliverable. If new address information becomes available, the Distribution Agent will repackage the distribution check and send it to the new address. If, within 120 days after the initial mailing of the distribution check, new address information for the Payee is not available, or if the distribution check is returned again, the Distribution Agent will void the distribution check, and, in its discretion, may remove such Payee from the distribution and the allocated Distribution Payment will remain in the Fair Fund for distribution, if feasible, to the remaining Payees.

88. The Distribution Agent will reissue checks to Payees upon the receipt of a valid, written request from the Payee prior to the initial stale date. In cases where a Payee is unable to endorse a Distribution Payment check as written (e.g., name changes, IRA custodian changes, or recipient is deceased) and the Payee or a lawful representative requests the reissuance of a Distribution Payment check in a different name, the Distribution Agent will request, and must receive, documentation to support the requested change. The Distribution Agent will review the documentation to determine the authenticity and propriety of the change request. If, in the discretion of the Distribution Agent, such change request is properly documented, the Distribution Agent will issue an appropriately redrawn Distribution Payment to the requesting party. Reissued checks will be void at the later of 120 days from issuance of the original check or 90 days from the reissuance, and in no event will a check be reissued after 120 days from the date of the original issuance without the approval of Commission staff.

89. The Distribution Agent will make reasonable efforts to contact Payees who have failed to negotiate their Distribution Payment check and take appropriate action to follow up on the status of uncashed checks at the request of Commission staff. The Distribution Agent may reissue such checks subject to the time limits detailed herein. If a Distribution Payment remains uncashed after the stale date the Distribution Agent will instruct the Bank to issue a stop payment on the check. The Distribution Agent, in its discretion, may remove such Payee from the distribution, and the allocated Distribution Payment will remain in the Fair Fund for distribution, if feasible, to the remaining Payees.

Administrative Costs

90. Pursuant to the Court's Order entered on April 1, 2024, the Distribution Agent is entitled to reasonable administrative fees and expenses in connection with the administration and distribution of the Fair Fund (including any such fees and expenses incurred by agents, consultants or third parties retained by the Distribution Agent in furtherance of its duties), which will be paid from the Fair Fund. The Distribution Agent will invoice all fees and expenses for the administration and distribution of the Fair Fund directly to Commission staff, for payment from the Fair Fund without further Court Order.

91. Pursuant to the Court's Order entered on February 14, 2023, the Tax Administrator will invoice all taxes and fees and expenses for the administration of the Fair Fund directly to Commission staff, for payment from the Fair Fund without further Court Order.

92. All Administrative Costs paid from the Fair Fund will be reflected in the final accounting referenced below.

Disposition of Undistributed Funds

93. If funds remain following the initial distribution, the Distribution Agent, in consultation with the Commission staff, may seek subsequent distribution(s) of any remaining funds. All subsequent distributions will be made in a manner that is consistent with this Plan and pursuant to the Court's order.

94. A residual will be established for any amounts remaining after the final disbursement to Payees from the Fair Fund and the payment of all Administrative Costs (the "Residual"). The Residual may include funds from, among other things, amounts remaining in the Reserve, distribution checks that have not been cashed, checks or electronic payments that were not delivered or were returned to the Commission, and tax refunds received due to the Fair Fund's overpayment of taxes or for waiver of IRS penalties.

95. Once the Distribution Agent, in consultation with the Commission staff, deems further distribution of the Fair Fund to investors infeasible, the Distribution Agent will direct the Bank to stop payment on all uncashed distribution payments, and return any funds remaining in the Escrow and Deposit Accounts to the Commission to become part of the Residual.

96. All funds remaining in the Residual that are infeasible to distribute to investors will be held by the Commission pending a final accounting. Upon completion of the final accounting, the SEC staff will file a motion with this Court to approve the final accounting, which will include a recommendation as to the final disposition of the Residual, consistent with Sections 21(d)(3), (5), and (7) and *Liu v. SEC*, 140 S. Ct. 1936 (2020).[2] If distribution of the

[2] 15 U.S.C. § § 78u(d)(3), (5), and (7). Section 21(d)(7) was added to the Exchange Act by Section 6501(a) of the National Defense Authorization Act for Fiscal Year 2021, Pub. L. No. 116-283, enacted January 1, 2021. The relevant provisions of the NDAA apply "to any action or proceeding that is pending on, or commenced on or after, the date of" the NDAA's enactment. NDAA, Section 6501(b).

Residual to investors is infeasible, the SEC staff may recommend the transfer of the Residual to the general fund of the U.S. Treasury subject to Section 21F(g)(3) of the Exchange Act.[3]

Filing of Reports and Accountings

97. The Distribution Agent will file with the Court and provide to Commission staff a progress report in a format to be provided by Commission staff, within 45 days of Court approval of this Plan, and shall file with the Court and provide to the Commission staff additional progress reports within 20 days after the end of every quarter thereafter.

98. The progress reports will inform the Court and the Commission staff of the activities and status of Fair Fund during the relevant reporting period, and once funds are transferred to the Bank it will specify, at a minimum: (a) the location of the account(s) comprising the Fair Fund; and (b) an interim accounting of all monies in the Fair Fund as of the most recent month-end, including the value of the account(s), all monies earned or received into the account(s), funds distributed to Payees, and any monies expended from the Fair Fund to satisfy any fees, costs, taxes and other expenses incurred in the implementation of this Plan.

99. Upon completion of all distributions to Payees and payment of all Administrative Costs, pursuant to the procedures described above, the Distribution Agent will submit to the Commission staff a final accounting, on a standardized form provided by the Commission staff. The Distribution Agent will also submit a report to the Commission staff containing the final distribution statistics regarding distributions to individuals and entities, and such other information requested by the Commission staff.

Receipt of Additional Funds

100. Should any additional funds be received pursuant to Commission or Court order, agreement, or otherwise, prior to the Court's termination of the Fair Fund, such funds will be added to the Fair Fund and distributed, if feasible, in accordance with the Plan.

Wind-down and Document Retention

101. The Distribution Agent will shut down the website, P.O. Box, and customer service telephone line(s) established specifically for the administration of the Fair Fund 6 months after the transfer of any remaining funds to the Commission, or at such earlier time as the Distribution Agent determines with the concurrence of the Commission staff.

102. The Distribution Agent will retain all materials submitted by Preliminary Claimants in either paper or electronic form for a period of 6 years from the date of approval of a final fund accounting. Materials maintained in electronic form must be accessible and readable for the duration of retention. Upon expiration of this period, and pursuant to the Commission

[3] Section 21F(g)(3) of the Exchange Act, 15 U.S.C. § 78u-6(g)(3), provides, in relevant part, that any monetary sanction of $200 million or less collected by the SEC in any judicial action brought by the SEC under the securities laws that is not added to a disgorgement fund or Distribution Fund or otherwise distributed to victims, plus investment income, shall be deposited or credited into the SEC Investor Protection Fund.

staff's direction, the Distribution Agent will either turn over to the Commission or destroy all materials, including documents in any media.

Termination of the Fair Fund

103. Once the Commission staff has reviewed and accepted the final accounting, the Commission will petition the Court for an order, as appropriate, approving the final accounting, discharging the Distribution Agent, disposing of the Residual, and terminating the Fair Fund.

104. The Fair Fund will be eligible for termination and the Distribution Agent will be eligible for discharge after all of the following have occurred (a) a final accounting, in a standard accounting format provided by the Commission staff, has been submitted by the Distribution Agent and approved by the Court; (b) all Administrative Costs have been paid; and (c) the Court has approved the Commission's recommendation as to the final disposition of the Residual consistent with *Liu v. SEC*, 140 S. Ct. 1936 (2020) and Sections 21(d)(3), (5), and (7) of the Exchange Act, 15 U.S.C. § 78u(d)(3), (5), and (7).[4]

105. Once the Fair Fund has been terminated, no additional payments will be made whatsoever.

[4] *Id.*

Exhibit A

PLAN OF ALLOCATION

This Plan of Allocation[1] is designed to compensate investors based on their losses, due to the misconduct of the Defendant, on Danske ADRs in the United States over-the-counter market and shares of Danske common stock listed on the Nasdaq Copenhagen exchange (the "Securities") acquired between January 1, 2009, and September 18, 2018, inclusive, (the "Relevant Period") and held as of corrective disclosures on July 18, 2018, September 7, 2018, and/or September 19, 2018. Investors who did not acquire and hold the Securities during the Relevant Period or who are an Excluded Party are ineligible to recover under this Plan.

Artificial inflation in the price of the Securities over various date ranges surrounding corrective disclosures and average closing prices of the Securities have been calculated by the Commission's staff economists and are reflected below in Table A and Table B, respectively.

I. The Methodology

The Distribution Agent will calculate the amount of loss for each ADR or common share purchased or acquired during the Relevant Period ("Recognized Loss per Transaction") according to the steps that follow. The calculations below will be performed separately for transactions in each Security (Danske Bank ADRs or common shares), in the currency of the transaction. Amounts will be converted to US Dollars ("USD") just before the "Allocation of Funds" step. The allocation of the Net Available Fair Fund will occur in two stages: funds will first be allocated to "Recognized Losses" suffered by investors who purchased Danske ADRs and then any remaining funds will be allocated to "Recognized Losses" suffered by investors who purchased Danske common shares. Although the allocation will take place in two stages, to the extent funds are available, distribution will be made to both sets of investors at the same time.

For each ADR or common share purchased or acquired on January 1, 2009 through September 18, 2018, and

A. Sold on or before July 17, 2018, the Recognized Loss per Transaction is $0.00.

B. Sold on or after July 18, 2018 and prior to the close of trading on September 18, 2018, the Recognized Loss per Transaction is the *lesser of*:

   1. the amount of inflation on the purchase/acquisition date as set forth in the respective column of Table A below for the Security *minus* the amount of inflation on the sale date as set forth in Table A for the Security; or

   2. the purchase/acquisition price *minus* the sale price.

C. Sold after the close of trading on September 18, 2018 and prior to the close of trading on December 17, 2018 (i.e., during the "Lookback Period"), the Recognized Loss per Transaction is the *least of*:

[1] All capitalized terms used herein but not defined shall have the same meanings ascribed to them in the Plan.

1. the amount of inflation per share or ADR on the purchase/acquisition date as set forth in the respective column of Table A for the Security; or

2. the purchase/acquisition price *minus* the sale price; or

3. the purchase/acquisition price *minus* the moving average closing price on the sale date for the respective Security as set forth in Table B below.

D. Held as of the close of trading on December 17, 2018, the last day of the Lookback Period, the Recognized Loss per Transaction is the *lesser of*:

1. the amount of inflation on the purchase/acquisition date as set forth in the respective column of Table A for the Security; or

2. the purchase/acquisition price *minus* the average closing price during the Lookback Period, as shown in the last row of Table B for the respective Security.

If the Recognized Loss per Transaction calculates to a negative number, reflecting a gain, the Recognized Loss per Transaction will be $0.00.

All prices mentioned in the calculations exclude all taxes, fees, and commissions. Purchases/acquisitions and sales shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date.

II. Additional Provisions

A. FIFO Methodology

Multiple purchases/acquisitions and sales of the Security during the Relevant Period will be matched according to the first-in, first-out ("FIFO") method. For each Security separately, the earliest sales during the Relevant Period will be matched first against any holdings at the opening of the Relevant Period. Once the beginning holdings all have been matched, or in the event that there are no beginning holdings, then any further sales will be matched against the earliest Relevant Period purchases/acquisitions and chronologically thereafter.

B. Acquisitions

The receipt or grant of the Security by gift, devise, inheritance, or operation of law during the Relevant Period is not considered an eligible purchase if the original purchase did not occur during the Relevant Period. Shares acquired outside the Relevant Period will be excluded from the calculation of the Recognized Loss.

C. Options and Derivatives

Danske Bank ADRs and common shares are the only securities eligible for recovery under this Plan. Option contracts to purchase or sell the Securities are not eligible for recovery under the Plan. With respect to the Securities purchased or sold through the exercise of an option, the purchase/sale date is the options' exercise or assignment date, and the purchase/sale price is the option's strike price at the time of exercise or assignment. Transactions in the Securities during the Relevant Period that are pursuant to, or in connection with, a swap or another derivative will not be eligible for a recovery and will be excluded from the calculation of the Recognized Loss.

D. Short Sales

Securities purchased during the Relevant Period to cover short positions held at the beginning of the Relevant Period or to cover short positions opened during the Relevant Period will have a Recognized Loss per Transaction of $0.00. The date of a "short sale" is deemed to be the date of sale of the Securities and the date of covering a short sale is deemed to be the date of purchase of the Securities. The earliest Relevant Period purchases will be matched against any short position existing at the opening of the Relevant Period until that short position is fully covered.

III. Calculating Recognized Loss

The Recognized Loss for a Security will be the sum of the Recognized Loss per Transaction, as calculated above, for the Securities of that type purchased or acquired during the Relevant Period. If the Recognized Loss calculates to a negative number, reflecting a gain, then the Recognized Loss will be $0.00. The Recognized Loss for each Security is subject to the market loss limitation provision below.

Recognized Loss may be limited to actual market loss. If a Preliminary Claimant's actual market loss on ADRs or common shares purchased/acquired during the Relevant Period is less than his, her or its Recognized Loss for that Security, then the Recognized Loss shall be limited to the actual market loss amount. If the actual market loss calculates to a gain, then the Recognized Loss will be $0.00.

The actual market loss will be calculated for each Security as (a) the total purchase amount for the Securities purchased/acquired during the Relevant Period,[2] *less* the sum of (b) the sales proceeds from the Securities purchased/acquired during the Relevant Period and sold during the Relevant Period or during the Lookback Period,[3] and (c) the holding value on the remaining of those Securities, which for the purposes of this calculation will be the moving average closing price as of the last day of the Lookback Period, as shown on the last row in Table B for the respective Security.[4]

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[2] Purchases during the Relevant Period to cover short positions will be included in the calculation of actual market loss if the purchase is matched to a short sale during the Relevant Period. Purchases/acquisitions that are not eligible for recovery will not be considered for purposes of calculating the actual market loss.

[3] Sales of the Security during the Relevant Period and the Lookback Period will be matched first against the opening position and the proceeds of such sales will not be considered for purposes of calculating the actual market loss. Short sales will be considered for purposes of calculating the actual market loss.

[4] Any open short positions at the end of the Lookback Period will be ignored for purposes of calculating the actual market loss.

For common shares, the Recognized Loss and the actual market loss recorded in DKK will be converted to USD by multiplying by 0.1564, the exchange rate on the first day of the Lookback Period, and then rounding to two decimal places.

IV. Becoming An Eligible Claimant

A Preliminary Claimant, who is not an Excluded Party, who submits a valid Claim Form and has suffered a Recognized Loss, as calculated above, will be deemed an Eligible Claimant.

V. Allocation of Funds

The allocation of the Net Available Fair Fund will occur in two stages by Security. First, funds will be allocated to Recognized Losses on ADRs. Second, any remaining funds in the Net Available Fair Fund will be allocated to Recognized Losses on common shares.[5]

In the first stage, if the Net Available Fair Fund is equal to or exceeds the sum of all Eligible Claimants' Recognized Losses on ADRs, each Eligible Claimant's first-stage distribution amount will equal his, her or its Recognized Loss on ADRs, *plus* any "Reasonable Interest" awarded. If the Net Available Fair Fund is less than the sum of all Eligible Claimants' Recognized Losses on ADRs, each Eligible Claimant's first-stage distribution amount will equal his, her or its *Pro-Rata* Percent for ADRs multiplied by the Net Available Fair Fund. In either case, the first-stage distribution amount will be subject to the "Offset for Prior Recovery" and "Minimum Distribution Amount."

The second stage of the allocation will proceed in a similar fashion for Recognized Losses on common shares. If the Net Available Fair Fund remaining after the first stage is equal to or exceeds the sum of all Eligible Claimants' Recognized Losses on common shares, each Eligible Claimant's second-stage distribution amount will equal his, her, or its Recognized Loss on common shares, *plus* any "Reasonable Interest" awarded. If the Net Available Fair Fund remaining after the first stage is less than the sum of all Eligible Claimants' Recognized Losses on common shares, each Eligible Claimant's second-stage distribution amount will equal his, her, or its *Pro-Rata* Percent for common shares multiplied by the remaining Net Available Fair Fund. In either case, the second-stage distribution amount will be subject to the "Offset for Prior Recovery" and "Minimum Distribution Amount."

A. Calculating an Eligible Claimant's *Pro-Rata* Percent

This computation is intended to measure Eligible Claimants' Recognized Losses against one another. Each Eligible Claimant's *Pro-Rata* Percent will be calculated for each Eligible Claimant as the ratio of his, her, or its Recognized Loss to the sum of Recognized Losses of all Eligible Claimants. The *Pro-Rata* Percent will be calculated separately for each Security.

[5] All calculations in this section happen after the Recognized Losses in DKK have been converted to USD.

B. Offset for Prior Recovery

To avoid payment of a windfall, an Eligible Claimant's distribution amount for each Security will be no larger than his, her or its Recognized Loss for that Security *minus* the amount of any compensation for the loss that resulted from the conduct described in the Complaint that was received from another source for the same Security (e.g., class action settlement), to the extent known by the Distribution Agent ("Prior Recovery") , *plus* any "Reasonable Interest" awarded. That is, the first-stage and second-stage distribution amounts will each be capped at the Recognized Loss for that Security *minus* the Prior Recovery for the same Security, *plus* any "Reasonable Interest" awarded.

C. Reasonable Interest

If the Net Available Fair Fund exceeds the amount necessary to pay all Eligible Claimants the full amount of their Recognized Losses (*minus* any Prior Recovery and after applying the Minimum Distribution Amount), the Distribution Agent, in consultation with the Commission staff, may include interest in the distribution amount to compensate Eligible Claimants for the time value of money. Reasonable Interest will be calculated using the Short-term Applicable Federal Rate plus three percent (3%), compounded quarterly from the end of the Relevant Period through the approximate date of the disbursement of the funds. If there are insufficient funds to pay Reasonable Interest in full to all Eligible Claimants, Reasonable Interest will be awarded from the excess funds on a *pro-rata* basis proportional to the distribution amounts.

D. Minimum Distribution Amount

The Minimum Distribution Amount for each Security will be $20.00. An Eligible Claimant whose distribution amount for a Security is less than the Minimum Distribution Amount will be deemed ineligible to recover for that Security and his, her, or its distribution amount for that Security will be reallocated on a *pro-rata* basis to Eligible Claimants whose distribution amounts for that Security are greater than or equal to the Minimum Distribution Amount.

E. Payee and Distribution Payment

An Eligible Claimant whose distribution amount for either of the Securities equals or exceeds the Minimum Distribution Amount will be deemed a Payee and will receive a Distribution Payment equal to his, her or its calculated distribution amount, plus Reasonable Interest, if awarded. An Eligible Claimant who transacted in both Securities and whose distribution amount for each Security meets the conditions above will receive a Distribution Payment that is the sum of the two distribution amounts.

Table A: Inflation Schedules for Danske Bank Securities

	Price Inflation	
Date Range	**ADRs**	**Ordinary Shares**
January 1, 2009 through July 17, 2018	$2.63	DKK 30.71
July 18, 2018 through September 6, 2018	$1.25	DKK 13.46
September 7, 2018 through September 18, 2018	$0.58	DKK 6.18
On or after September 19, 2018	$0.00	DKK 0.00

Table B: Moving Average Closing Price during Lookback Period for Danske Bank Securities

Moving Average Closing Price from September 19, 2018 to Date Shown								
Date	**ADRs (in USD)**	**Ordinary Shares (in DKK)**	**Date**	**ADRs (in USD)**	**Ordinary Shares (in DKK)**	**Date**	**ADRs (in USD)**	**Ordinary Shares (in DKK)**
9/19/2018	12.92	169.00	10/19/2018	12.01	155.36	11/20/2018	11.13	145.14
9/20/2018	13.38	173.00	10/22/2018	11.93	154.32	11/21/2018	11.11	144.84
9/21/2018	13.36	172.02	10/23/2018	11.84	153.21	11/22/2018	11.09	144.59
9/24/2018	13.29	170.60	10/24/2018	11.75	152.15	11/23/2018	11.07	144.36
9/25/2018	13.30	170.48	10/25/2018	11.67	151.20	11/26/2018	11.06	144.19
9/26/2018	13.35	170.78	10/26/2018	11.60	150.30	11/27/2018	11.04	144.01
9/27/2018	13.33	170.69	10/29/2018	11.53	149.54	11/28/2018	11.03	143.85
9/28/2018	13.30	170.44	10/30/2018	11.47	148.77	11/29/2018	11.01	143.62
10/1/2018	13.28	170.33	10/31/2018	11.40	148.05	11/30/2018	11.00	143.39
10/2/2018	13.25	170.17	11/1/2018	11.36	147.56	12/3/2018	10.98	143.20
10/3/2018	13.21	169.81	11/2/2018	11.33	147.24	12/4/2018	10.97	143.01
10/4/2018	13.12	168.88	11/5/2018	11.30	146.89	12/5/2018	10.95	142.97
10/5/2018	12.99	167.33	11/6/2018	11.27	146.55	12/6/2018	10.94	142.86
10/8/2018	12.85	165.61	11/7/2018	11.27	146.48	12/7/2018	10.94	142.84
10/9/2018	12.72	164.05	11/8/2018	11.26	146.40	12/10/2018	10.94	142.75
10/10/2018	12.61	162.83	11/9/2018	11.25	146.34	12/11/2018	10.93	142.71
10/11/2018	12.51	161.55	11/12/2018	11.23	146.26	12/12/2018	10.93	142.65
10/12/2018	12.42	160.43	11/13/2018	11.22	146.12	12/13/2018	10.92	142.59
10/15/2018	12.34	159.33	11/14/2018	11.21	146.08	12/14/2018	10.92	142.52
10/16/2018	12.26	158.44	11/15/2018	11.20	145.91	12/17/2018	10.91	142.40
10/17/2018	12.19	157.45	11/16/2018	11.18	145.70			
10/18/2018	12.10	156.46	11/19/2018	11.16	145.47			