

## PROOF OF CLAIM AND RELEASE FORM

### I. GENERAL INSTRUCTIONS

1. If you, directly or through an agent, entered into one or more U.S. IRS Transactions with Bank of America, Barclays, BNPP, Citi, Credit Suisse, Deutsche Bank, Goldman Sachs, JPMorgan, Morgan Stanley, RBS, or UBS (collectively, “Defendants”), direct or indirect parents, subsidiaries, or divisions of the Defendants in the United States from January 1, 2008 through June 10, 2024 (the “Settlement Class Period”), you may be eligible to receive a payment from the settlements in this Action (the “Settlements”) with (i) Credit Suisse Group AG, Credit Suisse AG; Credit Suisse Securities (USA) LLC; and Credit Suisse International (collectively, the “Credit Suisse Settling Defendants”); and (ii) Bank of America Corporation; Bank of America, N.A.; Merrill Lynch, Pierce, Fenner & Smith Incorporated (n/k/a BofA Securities, Inc.); Barclays Bank PLC; Barclays Capital Inc.; BNP Paribas, S.A.; BNP Paribas Securities Corp.; Citigroup Inc.; Citibank, N.A.; Citigroup Global Markets Inc.; Citigroup Global Markets Limited; Deutsche Bank AG; Deutsche Bank Securities Inc.; The Goldman Sachs Group, Inc.; Goldman, Sachs & Co. LLC; Goldman Sachs Bank USA; Goldman Sachs Financial Markets, LP; Goldman Sachs International; JPMorgan Chase & Co.; JPMorgan Chase Bank, N.A.; J.P. Morgan Securities LLC; J.P. Morgan Securities plc; Morgan Stanley; Morgan Stanley Bank, N.A.; Morgan Stanley & Co. LLC; Morgan Stanley Capital Services LLC; Morgan Stanley Derivative Products Inc.; Morgan Stanley & Co. International plc; Morgan Stanley Bank International Limited; NatWest Group plc (f/k/a The Royal Bank of Scotland Group plc); NatWest Markets plc (f/k/a Royal Bank of Scotland plc); NatWest Markets Securities Inc. (f/k/a RBS Securities Inc.); UBS AG; and UBS Securities LLC (collectively, the “Newly Settling Defendants”). Together, the Credit Suisse Settling Defendants and the Newly Settling Defendants are referred to as the “Settling Defendants.” Combined, the Settling Defendants have paid Settlement Funds totaling \$71,000,000 (\$25,000,000 for the Credit Suisse Settlement and \$46,000,000 for the New Settlement). The action is *In re: Interest Rate Swaps Antitrust Litigation*, Case No. 1:16-md-02704 (JPO) (the “Action”).
2. “U.S. IRS Transaction” means a fixed-for-floating, floating-for-fixed, or floating-for-floating interest rate swap, forward rate agreement, single-currency basis swap, or overnight index swap, in any currency, executed or cleared (i) by or on behalf of a Person either domiciled or located (e.g., had a principal place of business) in the United States or its territories at the time of such execution or clearing; or (ii) by or on behalf of a Person that was domiciled and located outside the United States and its territories at the time of any such execution or clearing, where such execution or clearing was in United States commerce or otherwise falls within the scope of the U.S. antitrust laws, regardless of the form or manner in which the transaction was consummated.
3. The “Settlement Class Period” for the Credit Suisse Settlement Agreement is January 1, 2008 through January 21, 2022, inclusive; the “Settlement Class Period” for the New Settlement Agreement is January 1, 2008 through June 10, 2024, inclusive.
4. Unless otherwise defined herein, all capitalized terms contained in this Proof of Claim and Release Form (“Claim Form”) have the same meaning as in the accompanying **Notice of Proposed Class Action Settlements, Fairness Hearing and Class Members’ Rights** (“Notice”) and the Settlement Agreements between Plaintiffs and the respective Settling Defendants, which are available at [www.InterestRateSwapsAntitrustLitigation.com](http://www.InterestRateSwapsAntitrustLitigation.com) (the “Settlement Website”).
5. To recover as a Class Member based on your claims in the Settlements, you must complete this Claim Form fully and accurately and sign the release and declaration on Page 6. If you fail to submit a properly completed and addressed (as set forth in paragraph 6 below) Claim Form, your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Funds created in connection with the proposed Settlements of the Action.
6. Submission of this Claim Form, however, does not assure that you will share in the proceeds of the Settlements in the Action. To share in the proceeds, the Settlement Administrator must determine, based on the information in your Claim Form, that you are eligible to participate as a result of your U.S. IRS Transactions during the period from January 1, 2008, through January 21, 2022, inclusive (for the Credit Suisse Settlement) and June 10, 2024 (for the New Settlement).

**THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT  
WWW.INTERESTRATESWAPSANTITRUSTLITIGATION.COM OR VIA EMAIL TO  
INFO@INTERESTRATESWAPSANTITRUSTLITIGATION.COM NO LATER THAN JUNE 16, 2025,  
OR, IF MAILED, BE POSTMARKED OR RECEIVED NO LATER THAN JUNE 16, 2025,  
ADDRESSED AS FOLLOWS:**

**Interest Rate Swaps Antitrust Litigation  
c/o Epiq  
PO Box 2796  
Portland, OR 97208-2796**

7. If you are a Class Member, you are bound by the terms of any judgment entered in the Action for a given Settlement, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM OR RECEIVE A PAYMENT**, unless you timely and validly request exclusion from that Settlement Class pursuant to the Notice. If you request exclusion from both Settlement Classes, do not submit a Claim Form because you will no longer be eligible to do so.

## II. CLAIMANT IDENTIFICATION

8. If you, directly or through an agent, entered into one or more U.S. IRS Transactions with any Defendant from January 1, 2008 through January 21, 2022, inclusive (for the Credit Suisse Settlement) or June 10, 2024, inclusive (for the New Settlement), and the transactions were in your name, you are the beneficial owner of the Claim for that transaction as well as the record owner. If, however, the transaction was entered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner, and the third party is a record owner.
8. Use Part I of this form below entitled “Claimant Identification” to identify each beneficial owner of the U.S. IRS Transaction(s) that form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER, OR THE LEGAL REPRESENTATIVE OF SUCH BENEFICIAL OWNERS OF THE U.S. IRS TRANSACTION(S) UPON WHICH THIS CLAIM IS BASED.**
9. All joint Claimants must sign this Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Claim Form on behalf of Persons represented by them; their authority must accompany this Claim Form, and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

## III. IDENTIFICATION OF U.S. IRS TRANSACTIONS

11. Use Part II of this form below entitled “Schedule of U.S. IRS Transactions” to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantively the same form. Sign and print or type your name on each additional sheet.
12. **NOTICE REGARDING ELECTRONIC FILES:** Many claimants will have large numbers of U.S. IRS Transactions during the Class Period(s). Claimants submitting more than 20 transactions must submit information regarding their transactions in electronic files. To ensure the Settlement Administrator can timely process claims, electronic files must follow filing requirements and file layout formats. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement Website at [www.InterestRateSwapsAntitrustLitigation.com](http://www.InterestRateSwapsAntitrustLitigation.com). Any file not in accordance with the required electronic filing format will be subject to rejection. **You must ensure electronic files you submit match the required format; DO NOT SEND THE TRANSACTION RECORDS YOU KEEP IN THE ORDINARY COURSE OF BUSINESS WITHOUT CLEANING DATA TO MATCH THE REQUIRED FORMAT.**
13. On the schedules, provide all of the requested information with respect to *all* of your U.S. IRS Transactions that took place at any time from January 1, 2008, through June 10, 2024, inclusive.
14. List each U.S. IRS Transaction in the Settlement Class Period separately by effective date with all requested characteristics of the transaction.
15. For each eligible U.S. IRS Transaction, you must:
- (i) List the effective date of the transaction in the format MM/DD/YYYY;
  - (ii) Identify the corporate family of Defendant who was the counterparty to the transaction (BOA for Bank of America, BAR for Barclays, BNPP for BNPP, CITI for Citi, CS for Credit Suisse, DB for Deutsche Bank, GS for Goldman Sachs, JPM for JPMorgan, MS for Morgan Stanley, RBS for RBS, or UBS for UBS);
  - (iii) List the notional value in U.S. Dollars;
  - (iv) List the original, contracted-for maturity date of the transaction in the format MM/DD/YYYY (*i.e.*, if the swap was terminated early, list the original face maturity date rather than the early termination date); and,
  - (v) Indicate whether the swap transaction was a floating-for-floating interest rate swap *other than* a single-currency basis swap (*e.g.*, a cross-currency basis swap).
16. Each of the above pieces of information is mandatory for each U.S. IRS Transaction. Incomplete claims may be rejected as to the transactions that lack required terms.





If you require additional space up to 20 U.S. IRS Transactions, attach extra schedules in the same format as above. Sign and print your name on each additional page. If you have more than 20 U.S. IRS Transactions in the Class Period, please visit the Settlement Website at [www.InterestRateSwapsAntitrustLitigation.com](http://www.InterestRateSwapsAntitrustLitigation.com) to find instructions for submitting claims in an electronic file.

**YOU MUST READ AND SIGN THE RELEASE ON PAGES 5-7. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

#### **IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim and Release under the terms of the Credit Suisse Settlement Agreement and the New Settlement Agreement as described in the Notice, unless I (we) have opted out of one of those Settlements. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) not excluded from both Settlement Classes and am (are) bound by and subject to the terms of any judgment that may be entered in the Action with respect to any Settlement Class I (we) have not opted out of. I (We) agree to furnish additional information to support this claim if required to do so. I (We) have not submitted any other claim covering the same U.S. IRS Transactions during the Class Period and know of no other Person having done so on my (our) behalf.

#### **V. RELEASE**

1. I (We) hereby acknowledge, on behalf of myself (ourselves) and each of my (our) past and present trustees, fiduciaries, guardians, representatives, estate trustees, heirs, executors, administrators, predecessors, successors and assigns, and any other person claiming by, through or on behalf of myself (ourselves), in their capacities as such, shall be deemed by operation of law to (a) have released, waived, discharged and dismissed each and every of the Released Class Claims in this Action against the Settling Defendants and/or any of the Released Parties; and (b) forever be enjoined from commencing, instituting or prosecuting any or all of the Released Class Claims against any of the Settling Defendants and/or Released Parties.
2. "Released Class Claims" shall be any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, whether brought in the United States or in any other jurisdiction, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, or damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, individually, representatively, derivatively, or in any other capacity, against the Released Settling Defendant Parties, arising from or related in any way to the conduct alleged in the Action, or that could have been alleged in the Action, that also arise from or relate to the factual predicate of the Action, to the fullest extent allowed by law, from the beginning of time through the Execution Date. The Released Class Claims do not include: (i) any claims to enforce the Settlement; and (ii) any claims of a Person that submits a timely Request for Exclusion in connection with the Notice, which is accepted by the Court. The foregoing release is in addition to, and not in lieu of, the preclusive effect of the dismissal of the Action with prejudice that will occur upon approval of the Settlement.
3. "Released Settling Defendant Parties" means Settling Defendants and each of their respective past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2, promulgated pursuant to the Securities Exchange Act of 1934, as amended), divisions, joint ventures, predecessors, successors, and each of their respective past, present, and future officers, directors, managers, members, partners, shareholders, insurers, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, and assigns, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.
4. "Unknown Claims" means any and all Released Claims against the Released Parties which Releasing Parties do not know or suspect to exist in his, her, or its favor as of the Effective Date, which if known by the Releasing Parties or Released Parties might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the parties stipulate and agree that, by operation of the Judgment and Order of Dismissal, upon the Effective Date, Releasing and Released Parties shall have expressly waived, and each Settlement Class Member shall be deemed to have waived and by operation of the Judgment and Order of Dismissal shall have expressly waived, the provisions, rights, and benefits of Cal. Civ. Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her would have materially affected his or her settlement with the debtor or released party.

and any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code Section 1542. The Releasing Parties and Released Parties may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasing Parties shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member upon the Effective Date shall be deemed to have and by operation of the Judgment and Order of Dismissal shall have, fully, finally, and forever settled and released, any and all of their respective Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

5. This release shall be of no force or effect unless and until the Court approves the Settlements and it becomes effective on the Effective Date.
6. I (We) hereby warrant and represent that I (we) are members of the Settlement Class(es) in this action for which this Claim Form is being submitted and have not opted out of at least one of the Settlement Classes.
7. I (We) hereby warrant and represent that I (we) are not Defendants, co-conspirators (whether or not named in the Amended Complaint), or officers, directors, management, employees, or current affiliates of and Defendant or co-conspirator; that during the time period(s) for which I (we) submitted transactions, I (we) were not entities registered as "swap" dealers with the Commodities Futures Trading Commission; and that I (we) are not the United States Government, or any of the Released Credit Suisse or Settling Defendant Parties, other than Investment Vehicles.
8. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
9. I (We) hereby warrant and represent that I (we) have not previously released any matter released pursuant to this release or any other part or portion thereof.
10. I (We) hereby warrant and represent that I (we) have included information about all of my (our) U.S. IRS Transactions that occurred during the Settlement Class Period(s).
11. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1) (C) of the Internal Revenue Code.
12. For the sake of clarity, to the extent I (we) have opted out of one (but not both) of the Settlements, the foregoing statements with respect to the releases apply only to the Settlement that I (we) have not opted out of.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_  
(Month / Year) (City) (State/Country)

Signature of Claimant

Signature of Joint Claimant, if any

Print Name of Claimant

Print Name of Joint Claimant, if any

Capacity of person(s) signing  
(e.g., Beneficial Purchaser, Executor, or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

## Reminder Checklist:

1. Please sign the above release and declaration.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. If this Claim is being made on behalf of an entity or another Person, attach proof of your authority to submit claims on behalf of the entity or Person.
4. Keep a copy of your Claim Form and all supporting documentation for your records.
5. If you desire a printed acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested. Electronically submitted claims will receive automatic emails acknowledging receipt.
6. If you move, please send your new address to the address below.
7. Do not use red pen or highlighter on the Proof of Claim and Release form.

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