

## CLAIM CODE COMPLIANCE STATEMENT

January 2026

### Introduction

The Consumer Competition Claims Foundation (the "Foundation") endorses the principles of the 2019 Claim Code (the "Claim Code"). In this *compliance statement*, the board and the supervisory board explain how the Foundation complies with the *best practice* principles of the Claim Code. The principles are discussed below in order.

### Principle I – Compliance with and enforcement of the Claim Code

The Foundation follows Principle I of the Claim Code.

**Principle I.1:** Article 6(4) of the Foundation's articles of association ("Articles of Association")<sup>1</sup> stipulates that the board must set out the main features of the governance structure each year, based on the principles of the Claim Code, in a section of the Foundation's website that is accessible to the public. The board explains the extent to which it complies with the provisions of the Claim Code. To the extent that the Foundation does not follow the Claim Code, the board explains why and to what extent it deviates from it.

**Principle I.2:** The board publishes information about governance and compliance with the Claim Code (in part) via this *compliance statement* on the Foundation's website.

**Principle I.3:** The board will submit any proposed changes to governance or compliance with the Claim Code to the supervisory board for discussion. For certain decisions, the board requires the prior approval of the supervisory board (see Article 8(10) of the Articles of Association).

### Principle II – Representation of collective interests on a non-profit basis

The Foundation follows Principle II of the Claim Code. The Foundation is a non-profit organization. Furthermore, the statutory objective (see Article 2 of the Articles of Association), the actual activities, and the governance of the Foundation demonstrate that the Foundation acts in the collective interest of the persons on whose behalf it acts pursuant to its statutory objective. The directors, members of the supervisory board, and other directly or indirectly affiliated (legal) persons and cooperation partners do not pursue profit in the performance of their activities.

**Principle II.1:** Article 4(3) of the Articles of Association stipulates that neither a natural person nor a legal entity may dispose of any part of the Foundation's assets and income as if they were their own assets and income. The Foundation has a dual signature system (Article 7(1) of the Articles of Association).

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<sup>1</sup> The Articles of Association are available on the Foundation's website:  
<https://nl.consumercompetitionclaims.com/documenten>

**Principle II.3:** Article 17(3) of the Articles of Association stipulates that any surplus upon dissolution of the Foundation shall be allocated to a purpose that is as close as possible to that of the Foundation and shall be distributed to the Participants.

### **Principle III – External financing**

The Foundation follows Principle III of the Claim Code.

The Claim Code allows interest groups such as the Foundation to attract external financing for their activities. For the purposes of the proceedings against Apple, the Foundation has entered into a financing agreement with Hereford Litigation Finance 4 Limited ("Hereford"). For the purposes of the proceedings against Samsung and LG, the Foundation has entered into a financing agreement with CF Taupe LTD ("Taupe"). For the proceedings against Booking.com, the Foundation has entered into a financing agreement with Bidwell Investments LLC ("Bidwell"). For the proceedings against the energy suppliers, the Foundation has entered into a financing agreement with Breuckelen Partners, L.P. ("Breuckelen"). For the proceedings against the (online) casinos, the Foundation has entered into a financing agreement with Erso Capital Two PCC Limited ("Erso").

Based on these financing agreements, the Foundation has the financial resources to pursue its statutory objective and represent the collective interests of the group it represents.

The members of the Foundation's board of directors and supervisory board are independent of the financiers. This independence is also required by the Articles of Association: Article 5(2) and Article 10(2), respectively.

**Principle III.1:** The board has investigated the capitalization, *track record*, and reputation of its financiers.

**Principle III.2:** In the financing agreements, the Foundation has agreed that Dutch law applies and has chosen an arbitration institute based in the Netherlands as the forum.

**Principle III.3:** Each agreement stipulates that the Foundation has control over the litigation and settlement strategy.

**Principle III.4:** The Foundation's lawyers and other external advisors are independent of the financiers and do not perform any (ancillary) work for the financiers.

**Principle III.5:** There is also a provision that guarantees the confidentiality of information belonging to the Foundation and defines the information to which the financier has access.

**Principle III.6:** Furthermore, the parties have agreed that the financier will provide financing until at least a final judgment has been rendered in the first instance, and that the financier cannot terminate the financing agreement before that time, unless the Foundation is not appointed as the exclusive representative and barring exceptional circumstances.

**Principle III.7:** The financiers provide financing to the Foundation on the basis of a so-called 'no win, no fee' arrangement. This means that the financier will only receive remuneration if the Foundation's action is successful.

- In the Apple proceedings, Hereford is entitled to a maximum of 24% of the compensation to be paid by the defendant to the group represented in the class action ("funder fee"). The more successful the action is, and the higher the compensation, the lower the payment to the financier will be, in a number of steps, to ultimately 10% of the proceeds.
- In the Samsung and LG proceedings, Taupe is entitled to a funder fee of up to 25%. That fee decreases in steps to 15% of the proceeds as the proceeds increase.
- In the Booking.com proceedings, Bidwell is entitled to a funder fee of up to 25%. The fee decreases in steps to 10% of the proceeds as the proceeds increase.
- In the proceedings against the energy suppliers, Breuckelen is entitled to a funder fee of up to 17.5%.
- In the proceedings against the online casinos, Erso is entitled to a funder fee of up to 25%. As the total (damages) compensation increases, the funder fee decreases, because the funder is entitled to (i) reimbursement of costs, plus (ii) twice the reimbursement of costs as "First Return," plus (iii) a "Funder's Second Return" which is either twice the Funder's Outlay or 50% of what is still available under the "Proceeds Cap" (whereby the Proceeds Cap is the agreement that in any case 75% of the total compensation will go to the narrowly defined group).

Incidentally, the Foundation will demand that the defendants pay these funder fees and further costs in *addition* to the (damages) compensation that goes to the aggrieved group, as these are costs incurred by the Foundation to protect the interests of the group it represents.

**Principle III.8:** The further terms and conditions of the financing agreements are confidential. The Foundation and the financiers concerned have agreed that the Foundation may provide information to the court if instructed to do so, in which case the Foundation will endeavor to prevent the other party from gaining access to this information.

#### **Principle IV – Independence and avoidance of conflicts of interest**

The Foundation follows Principle IV of the Claim Code. The Foundation's board is composed in such a way that the board members can operate independently and critically in relation to each other, the supervisory board, the financier, and the victims.

**Principle IV.1:** There are no close family, business, or similar relationships between board members and supervisory board members (neither within the bodies nor between these bodies). This independence is also explicitly required in Article 5, paragraph 2 of the Articles of Association.

**Principle IV.2:** Not applicable. None of the members of the board or supervisory board has a potential conflict of interest.

**Principle IV.3:** The Foundation does not enter into any agreements with natural persons or legal entities with which any of the members of the board of directors or supervisory board are affiliated.

#### **Principle V – The composition, tasks, and working methods of the board**

The Foundation complies with Principle V of the Claim Code. The board is composed in a balanced manner and is responsible for managing the Foundation. The board is responsible, among other things, for determining and implementing the (financial) policy and strategy aimed

at achieving the statutory objective. The board reports on the policy pursued to the supervisory board at least once a year (Article 14(1) of the articles of association). In practice, this happens more often.

**Principle V.1:** The Foundation has a board consisting of three natural persons (Bert Heikens ("Heikens"), Ariënné Gommers ("Gommers") and Roelof Prins ("Prins")). Prins was previously a member of the Foundation's Supervisory Board and was appointed as a director on January 9, 2026.

**Principle V.2:** The board has sufficient legal and financial expertise to enable it to perform its activities properly.

**Principle V.3:** Within the board, Heikens and Gommers have the necessary legal expertise and experience. Heikens has decades of experience as a lawyer, including at AKD. Gommers has specific expertise in the field of (European) competition law. After working as a lawyer for seven years, she spent approximately 12 years working at ACM as a public regulator. Both Heikens and Gommers also have considerable experience in the field of governance, both as regulators and as advisors to directors.

**Principle V.4:** Within the board, Prins has the required financial expertise and experience. He is an experienced financial expert with more than 20 years of experience as a private equity investor.

**Principle V.5:** Article 7(1) of the Articles of Association stipulates that the board represents the Foundation. The power of representation is vested jointly in two directors.

**Principle V.6:** The board submits the balance sheet, the statement of income and expenditure, and the budget to the supervisory board for approval (Article 15(2) and (7) of the Articles of Association).

**Principle V.7:** The board is also obliged to submit a number of important decisions to the supervisory board (Article 8(10) of the Articles of Association). In addition, the supervisory board may decide that other decisions it considers to be of a significant nature shall also be submitted to it for approval (Article 8(11) of the Articles of Association).

**Principle V.8:** Finally, in accordance with the Claim Code, the board maintains a website: [www.consumercompetitionclaims.com](http://www.consumercompetitionclaims.com). It posts all information relevant to its supporters on this website, including the information referred to in Claim Code V.8.

## **Principle VI – Remuneration of directors**

The Foundation follows Principle VI of the Claim Code. The members of the Foundation's board receive remuneration that is reasonably proportionate to the nature and intensity of their work. The remuneration policy is included as **Appendix A**. The remuneration policy for board members is periodically evaluated and amended if necessary to ensure that the remuneration is always reasonably proportionate to the nature and intensity of the work.

**Principle VI.1:** In accordance with Article 9(1) of the Articles of Association, the remuneration policy for the board has been determined by the supervisory board.

**Principle VI.2:** Except for the remuneration included in the remuneration policy, the directors do not receive any other remuneration for their work.

**Principle VI.3:** The remuneration agreed with the directors is included in the Foundation's annual reports, together with an explanation. This is also stated in Article 9(2) of the Articles of Association.

Principle VI.4: The main points of the remuneration policy are published in this document on the Foundation's website.

### **Principle VII – The Supervisory Board**

The Foundation follows Principle VII of the Claim Code. The Foundation has a supervisory board consisting of two natural persons (Giorgio Monti and Hans de Savornin Lohman). The Foundation is currently filling the vacancy for a third member of the Supervisory Board, so that the SB also has the necessary financial expertise at its disposal. The Supervisory Board is responsible for supervising the policy and strategy of the Board and the general affairs of the Foundation. The Supervisory Board provides the Board with solicited and unsolicited advice.

**Principle VII.1:** The supervisory board meets at least once a year (Article 12(1) of the Articles of Association). In addition, the joint meeting convenes at least once a year (Article 14(1) of the Articles of Association).

**Principle VII.2:** The supervisory board is composed in such a way that its members can operate independently and critically in relation to each other, the board, and the interests represented by the Foundation. In addition, the supervisory board has the specific legal expertise required.

**Principle VII.3:** Not applicable, as no member of the supervisory board has been appointed by the financier.

**Principle VII.4:** The supervisory board has two members with extensive legal expertise and experience. Professor Monti is one of the leading experts in the field of European law and competition law. De Savornin Lohman has decades of experience as a litigator in complex proceedings and is also a deputy judge at a court of appeal.

**Principle VII.7:** Article 15(5) of the articles of association stipulates that, before approving the annual accounts, the supervisory board has the right to engage a chartered accountant or other expert to examine the annual accounts, unless the board has already done so.

**Principle VII.8:** Each year, the supervisory board draws up a document in which it reports on the main points of its supervision. This report can be requested via the Foundation's website.

**Principle VII.9:** The joint meeting has established a remuneration policy for the supervisory board. This is included as **Appendix A**. The remuneration policy is evaluated periodically and amended if necessary so that the remuneration is always reasonably proportionate to the nature and intensity of the work. Apart from this remuneration, the supervisory board receives no other remuneration for its activities.

**BIJLAGE A: Remuneration policy for the board and supervisory board**

Position	Apple Claim <sup>2</sup>	Samsung Claim	LG Claim	Booking.com Claim	Energy Claim	Gambling Claim
	<i>As amended on November 3, 2023</i>	<i>As adopted on August 4, 2024</i>	<i>As adopted on March 14, 2024</i>			
Chair of the Board	EUR 10,000	EUR 15,000	EUR 7,500	EUR 15,000	EUR 15,000	EUR 15,000
Member of the board	EUR 8,000	EUR 12,000	EUR 6,000	EUR 12,000	EUR 12,000	EUR 12,000
Board member – Additional hours <sup>3</sup>	EUR 250 (for more than 80 hours per year)	EUR 250 (for more than 180 hours per year for Samsung and/or LG)		EUR 250 (for more than 120 hours per year)	EUR 250 (for more than 120 hours per year)	EUR 250 (for more than 120 hours per year)
Chair of the Supervisory Board	EUR 5,000	EUR 7,500	EUR 3,250	EUR 7,500	EUR 7,500	EUR 7,500
Member of the Supervisory Board	EUR 3,400	EUR 5,000	EUR 2,500	EUR 5,000	EUR 5,000	EUR 5,000
Supervisory Board – Additional hours*	EUR 250 (for more than 40 hours per year)	EUR 250 (for more than 90 hours per year for Samsung and/or LG)		EUR 250 (for more than 60 hours per year)	EUR 250 (for more than 60 hours per year)	EUR 250 (for more than 60 hours per year)

All amounts are per year.

<sup>2</sup> This policy came into effect on September 1, 2023. The original annual remuneration was: EUR 15,000 for the chair, EUR 12,000 for the other board members, EUR 7,500 for the chair of the Supervisory Board, and EUR 5,000 for the other members of the Supervisory Board.

<sup>3</sup> To date, the board members have only received their annual fixed remuneration and have not charged for any additional hours worked.