

CLAIM CODE COMPLIANCE STATEMENT

2023

Introduction

The Consumer Competition Claims Foundation (the "**Foundation**") endorses the principles laid down in the Claim Code 2019 (the "**Claim Code**"). By way of this compliance statement, the Management Board and the Supervisory Board will explain how the Foundation complies with the best practice principles of the Claim Code, all in accordance with the "*comply or explain*" principle. This in accordance with the Claim Code (Principle I).

Principle I – Compliance with the Claim Code

The Foundation complies with Principle I of the Claim Code.

Pursuant to Principle I.1, article 6 paragraph 4 of the Foundation's articles of association ("**Articles of Association**") prescribes that the Management Board will each year explain the main features of the governance structure, on the basis of the principles laid down in the Claim Code, on a publicly accessible part of the Foundation's website. The Management Board shall also explain to what extent it complies with the provisions of the Claim Code. If the Foundation does not comply with the Claim Code, the Management Board shall explain why and to what extent it deviates from the Claim Code. Any intended changes to the governance or the compliance with the Claim Code shall be submitted by the Management Board to the Supervisory Board for discussion. The governance and the Claim Code compliance information will be published by the Foundation partly through this compliance statement, and through the Articles of Association, both of which can be found on the Foundation's website.

Principle II - Representation of collective interests on a nonprofit basis

The Foundation complies with Principle II of the Claim Code.

The Foundation operates on a nonprofit basis. Furthermore, it follows from the Foundation's statutory objective, its factual activities and governance that the Foundation acts in the collective interest of the persons on whose behalf it acts under its statutory objective.

The board members and the (legal) persons directly or indirectly connected to the Foundation do not have a profit motive when exercising their activities. Article 4 paragraph 3 of the Articles of Association further stipulates that neither a natural person nor a legal entity can dispose of any part of the assets and income of the Foundation as if it were his, her or its own assets and income. The Foundation has a two-signature system, as is also being suggested as a best practice in Principle II.1 of the Claim Code (article 7 paragraph 1 of the Articles of Association).

Article 17 paragraph 3 of the Articles of Association prescribes that any surplus upon dissolution of the Foundation shall be earmarked for a purpose that should be as close as possible to that of the Foundation and shall be distributed to the Participants (in accordance with Claim Code II.3).

Principle III - External Financing

The Foundation complies with Principle III of the Claim Code.

The Claim Code allows Article 3:305a-foundations such as the Foundation to raise external funding for the purpose of their activities. For the purpose of the proceedings against Apple, the Foundation entered into a litigation funding agreement with Hereford Litigation Finance 4 Limited ("**Hereford**"). For the purpose of the proceedings against Samsung, the Foundation entered into a litigation funding agreement with CF Taupe LTD ("**Taupe**").

Backed by the two funding agreements, the Foundation has financial resources to pursue its statutory objectives and to promote collective interests of the group it represents.

The individual members of the Foundation's Management Board and Supervisory Board are independent of the funders. This independence is also mandatory under the Articles of Association: Article 5 paragraph 2 and Article 10 paragraph 2 respectively. The lawyers and other external advisors of the Foundation are also independent of the funders.

In accordance with principle III.1 of the Claims Code, the Management Board has done research into the capitalization, track record and reputation of the funders. The Management Board and the funder negotiated the various terms of the funding agreements before they were concluded.

For both litigation funding agreements, it is agreed that the agreement is governed by Dutch law, and it includes a choice of forum for an arbitration institution based in the Netherlands. Each agreement stipulates that the control of the litigation and settlement strategy lies with the Foundation. There is also an arrangement that safeguards the confidentiality of information belonging to the Foundation and delineates what information the funder has access to. Furthermore, the parties have agreed that the funder will provide funding until a final judgment in the first instance has been rendered, and that up until then, the funder cannot terminate the funding agreement, unless the Foundation is not appointed as exclusive representative and subject to special circumstances.

Both funders provide funding to the Foundation on a so-called 'no win, no fee' arrangement. This means that the funder will only receive compensation if the Foundation's action is successful.

- In the action against Apple, Hereford is entitled to receive up to 24% of the compensation to be paid by the defendant to the group represented in collective action ("**funder fee**"). The more successful the action will be, and the higher the total compensation, the funder fee will go down in a number of steps to eventually 10% of the proceeds.
- In the Samsung Action, Taupe is entitled to a funder fee of up to 25%. That fee goes down in steps to eventually 15% as the proceeds increase.

The Foundation will demand that the defendants shall 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.

The further terms of the funding agreements are confidential. The Foundation and the respective funders have agreed that the Foundation may, however, provide information to the court if ordered to do so, whereby the Foundation will strive to prevent the opposing party from having access to this information.

Principle IV – Independence and avoiding conflicts of interest

The Foundation complies with Principle IV of the Claim Code.

The Foundation's Management Board is composed in such a way that they can operate independently and critically with respect to each other, the Supervisory Board, the funder and the aggrieved persons. This independence is also explicitly stipulated by Article 5 paragraph 2 of the Articles of Association. There are no close family or similar relationships between Management Board members and Supervisory Board members (neither within these bodies nor between them). Furthermore, the Foundation does not enter into agreements with natural or legal persons to which one of the members of the Management Board or Supervisory Board is affiliated.

Principle V – The composition, task and method of operation of the Management Board

The Foundation complies with Principle V of the Claim Code.

The Foundation has an Management Board consisting of three natural persons. The Management Board has sufficient legal and financial expertise to properly perform its activities. The Management Board and the Supervisory Board will ensure at all times that sufficient legal and financial expertise is available.

The Management Board accounts for its policy pursued to the Supervisory Board at least once a year (Article 14 paragraph 1 of the Articles of Association). In practice, this happens more often.

The Management Board shall submit the balance sheet, the statement of income and expenditure and the budget to the Supervisory Board for approval (Article 15 paragraphs 2 and 7 of the Articles of Association). Finally, the Management Board is obliged to request prior approval from the Supervisory Board for certain material decisions (Article 8 paragraph 10 of the Articles of Association). In addition, the Supervisory Board may determine by resolution that other decisions it deems to be material become subject to approval (Article 8 paragraph 11 of the Articles of Association).

In accordance with the Claim Code, the Management Board maintains a website: www.consumercompetitionclaims.com. On this website the Management Board publishes all information relevant to the aggrieved persons, including the information referred to in Claim Code V.8.

Principle VI - Remuneration of board members

The Foundation complies with Principle VI of the Claim Code. The Management Board members of the Foundation receive remuneration that is in reasonable proportion to the nature and intensity of their work.

To this end, the following principles apply:

- The chairman receives a fixed annual fee of EUR 25,000. That amount consists of a fee of EUR 15,000 for work and activities related to the action against Samsung and EUR 10,000 for work and activities related to the action against Apple.

- The other Management Board members receive a fixed annual fee of EUR 20,000. That amount consists of a fee of EUR 12,000 for work and activities related to the Samsung action; and a fee of EUR 8,000 per year for work and activities related to the action against Apple.
- If the Management Board members spend more than 120 hours annually on work and activities related to the Samsung action, they are entitled to charge additional hours at an hourly rate of EUR 250 (ex VAT).
- If the Management Board members spend more than 80 hours annually on work and activities related to the Apple action, they are entitled to charge additional hours at an hourly rate of EUR 250 (ex VAT).

To date, board members have only received their annual fixed remuneration and have not charged for any additional hours worked.

Besides these fees, the directors receive no other remuneration for their work.

The above remuneration will also be included with explanatory notes in the annual financial statements of the Foundation. The outline of the remuneration policy has also been published on the Foundation's website via this document.

The remuneration policy for board members is periodically reviewed and, if necessary, amended so that the remuneration is always in reasonable proportion to the nature and intensity of the work.

Principle VII - The Supervisory Board (SB)

The Foundation complies with Principle VII of the Claim Code.

The Foundation has a Supervisory Board consisting of three natural persons. The composition of the Supervisory Board is such that the members can operate independently and critically with respect to each other, the Management Board and with respect to the interests promoted by the Foundation. In addition, the Supervisory Board has the specific required legal and financial expertise.

The members of the Supervisory Board will receive a fixed annual amount for attendance fees. The following principles apply:

- The chairman receives EUR 12,500 annually. That amount consists of EUR 7,500 for work and activities in relation to the action against Samsung and EUR 5,000 for work and activities in relation to the action against Apple.
- The other board members receive EUR 8,400 a year, consisting of EUR 5,000 for work and activities in relation to the action against Samsung and EUR 3,400 for work and activities in relation to the action against Apple.
- If the SB members spend more than 60 hours annually on work and activities related to the Samsung action, they are entitled to charge additional hours at an hourly rate of EUR 250 (ex VAT).

- If the SB members spend more than 40 hours annually on work and activities related to the Apple action, they are entitled to charge additional hours at an hourly rate of EUR 250 (ex VAT).

To date, SB members have only received their annual fixed remuneration and have not been charged for additional hours worked.

The fees and expenses are determined by the joint meeting of the board and the supervisory board. Besides this remuneration, the supervisory board receives no other remuneration for its work.

The remuneration policy for SB members is periodically reviewed and, if necessary, amended so that the remuneration is always in reasonable proportion to the nature and intensity of the work.

**** In the event of any discrepancy between the English and Dutch versions of the Compliance Statements, the Dutch version shall prevail. ****