

CLAIM CODE COMPLIANCE STATEMENT

Jun 2024

Introduction

Stichting Consumenten-Competition Claims (the "**Foundation**") endorses the principles of the Claim Code 2019 (the "**Claim Code**"). Through this compliance statement, the Management Board and the Supervisory Board explain how the Foundation complies with the best practice principles of the Claim Code. The principles are elaborated below.

Principle I – Compliance and enforcement of the Claim Code

The Foundation complies with Principle I of the Claim Code.

Principle I.1: Article 6 paragraph 4 of the Articles of Association of the Foundation ("**Articles of Association**")¹ provides that the Management Board shall set out the main features of the governance structure each year, on the basis of the principles of the Claim Code, on an accessible part of the Foundation's website. The Management Board explains to what extent it follows the provisions of the Claim Code. Insofar as the Foundation does not follow the Claim Code, The Management Board will explain why and to what extent it deviates.

Principle I.2: Information about the governance and compliance with the Claim Code is published by the Management Board (in part) via this *compliance statement* on the Foundation's website.

Principle I.3: 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. For certain decisions, the Management Board requires the prior approval of the supervisory board (see Article 8 paragraph 10 of the Articles of Association).

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 Management Board members and the (legal) persons directly or indirectly connected to the Foundation do not have a profit motive when exercising their activities.

Principle II.1: 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 (article 7 paragraph 1 of the Articles of Association).

¹ The Articles of Association can be retrieved from the website of the Foundation:
<https://www.consumercompetitionclaims.com/documents>

Principle II.3: 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.

Principle III – External funding

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.

Principle III.1: The Management Board has investigated the capitalisation, *track record* and reputation of both funders.

Principle III.2: 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.

Principle III.3: Each agreement stipulates that the control of the litigation and settlement strategy lies with the Foundation.

Principle III.4: The lawyers and other external advisors of the Foundation are independent of the funders and do not perform any (ancillary) activities for the funders.

Principle III.5: There is also an arrangement that safeguards the confidentiality of information belonging to the Foundation and delineates what information the funder has access to.

Principle III.6: 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.

Principle III.7: 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.

- (i) 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.

- (ii) 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.

Principle III.8: 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 avoidance of 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.

Principle IV.1: There are no close family, business or similar relationships between Management Board members and Supervisory Board members (neither within these bodies nor between them). This independence is also explicitly stipulated by Article 5 paragraph 2 of the Articles of Association.

Principle IV.2: Not applicable. None of the members of the Management Board or Supervisory Board has a possible conflict of interest.

Principle IV.3: 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, duties and working method of the Management Board

The Foundation complies with Principle V of the Claim Code.

The Management Board has a balanced composition and is charged with the management of the Foundation. The Management Board is responsible, among other things, for setting and implementing the (financial) policy and strategy aimed at achieving the statutory objective. At least once a year, the Management Board reports to the Supervisory Board on the policy pursued (article 14 paragraph 1 of the Articles of Association). In practice, this happens more often.

Principle V.1: The Foundation has a Management Board consisting of three natural persons (Bert Heikens ("**Heikens**"), Ariënné Gommers ("**Gommers**") and Wim Kraaijeveld ("**Kraaijeveld**").

Principle V.2: The Management Board has sufficient legal and financial expertise to properly perform its activities.

Principle V.3: Within the Management Board, Heikens and Gommers have the 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 worked at the ACM as a public regulator for approximately 12 years. Both

Heikens and Gommers also have considerable experience in the field of governance, both in a supervisory capacity and as advisers to directors.

Principle V.4: Within the Management Board, Kraaijeveld has the required financial expertise and experience. He has years of experience as a partner at PwC in the assurance practice as well as in various other financial positions.

Principle V.5: Article 7.1 of the Articles of Association states that the Management Board represents the Foundation. The power of representation is also vested in two directors jointly.

Principle V.6: 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).

Principle V.7: 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).

Principle V.8: Finally, in accordance with the Claim Code, the Management Board maintains a website: www.consumercompetitionclaims.com. It will post all information that is important to the constituency, including the information referred to in Claim Code V.8.

Principle VI – Remuneration

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.

The remuneration policy has been included in this document as **Annex A**. The remuneration policy for Management Board members is periodically evaluated and, if necessary, amended so that the remuneration is always in reasonable proportion to the nature and intensity of the work.

Principle VI.1: In accordance with Article 9 paragraph 1 of the Articles of Association, the remuneration policy for the Management Board has been determined by the Supervisory Board.

Principle VI.2: Except for the remuneration as defined in the remuneration policy, the members of the Management Board do not receive any other compensation for their work and activities.

Principle VI.3: The remuneration policy of the Management Board is included in the annual accounts of the Foundation with an explanatory note. This is also expressed in Article 9 paragraph 2 of the Articles of Association.

Principle VI.4: The outline of the remuneration policy has also been published on the Foundation's website via this document.

Principle VII – The Supervisory Board

The Foundation complies with Principle VII of the Claim Code.

The Foundation has a Supervisory Board consisting of three natural persons (Giorgio Monti, Inge-Lisa Toxopeus and Hans de Savornin Lohman). The Supervisory Board has the task of

supervising the policy and strategy of the Management Board and the general course of affairs in the Foundation. The Supervisory Board provides the Management 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 meets at least once a year (Article 14 paragraph 1 of the Articles of Association).

Principle VII.2: 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 required specific legal and financial expertise.

Principle VII.3: Not applicable, no member of the Supervisory Board is appointed by the funder.

Principle VII.4: The Supervisory Board consists of 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 justice at a court of appeal.

Principle VII.5: The Supervisory Board also has the necessary financial expertise. Toxopeus specialises in calculating financial damages, including calculations for the purpose of legal proceedings.

Principle VII.7: Article 15(5) of the Articles of Association states that the Supervisory Board, before approving the annual accounts, has the right to engage an auditor or other expert to have the annual accounts examined, unless the Management Board has already had this done.

Principle VII.8: The Supervisory Board draws up an annual document in which it accounts for its supervision conducted during that year. This report can be retrieved the website of the Foundation.

Principle VII.9: The joint meeting has established a remuneration policy for the Supervisory Board. The remuneration has been included as **Annex A**. The remuneration policy is periodically evaluated and, if necessary, amended so that the remuneration is always in reasonable proportion to the nature and intensity of the work. Apart from this remuneration, the Supervisory Board members receive no other compensation for their work and activities.

Annex A: Remuneration policy for the Management Board and Supervisory Board

Position	Apple Claim²	Samsung Claim	LG Claim
	<i>As modified on 3 November 2023</i>	<i>As adopted on 4 August 2024</i>	<i>As adopted on 14 March 2024</i>
Chairman of the Management Board	EUR 10.000	EUR 15,000	EUR 7.500
Member of the Management Board	EUR 8.000	EUR 12,000	EUR 6.000
Board Member – Additional Hours ³	EUR 250 (for hours above 80 hours per year)	EUR 250 (for hours above 180 hours per year for Samsung and/or LG)	
Chairman of the Supervisory Board	EUR 5.000	EUR 7,500	EUR 3.750
Member of the Supervisory Board	EUR 3.400	EUR 5,000	EUR 2.500
Supervisory Board – Additional hours*	EUR 250 (for hours above 40 hours per year)	EUR 250 (for hours above 90 hours per year for Samsung and/or LG)	

All amounts apply per annum.

² This policy took effect from 1 September 2023 and is valid for the duration of the cassation appeal before the Supreme Court, with a maximum of 24 months. The regular annual remuneration is: EUR 15,000 for the chairman, EUR 12,000 for the other Management Board members, EUR 7,500 for the Chairman of the Supervisory Board and EUR 5,000 for the other members of the Supervisory Board.

³ To date, the board members have only received their annual fixed remuneration and have not charged for any extra hours worked.