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**DRRT Limited**  
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**CONFIDENTIAL**

**CLIENT FUNDING AGREEMENT**

December 10, 2020

**VIA E-MAIL:**

**Czech National Bank  
Na Příkopě 28  
115 03 Prague  
Czech Republic**

**RE: Wirecard AG (Opt-In Class Action) – Model Case Proceeding in Germany**

**Joint pursuit of inflation damages claims of institutional investors (“Claims”) in German civil court against Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft arising from its role as Wirecard AG’s auditor, ex-CEO Dr. Markus Braun, CFO Alexander von Knoop, ex-COO Jan Marsalek( “Defendant”)<sup>1</sup> for damages resulting from Defendants’ violation of German capital market disclosure obligations (“Litigation”)**

**Relevant Legal Period<sup>2</sup>  
Relevant Data Period  
Affected Securities<sup>3</sup> - ISINs:**

**February 24, 2016 – June 25, 2020  
July 10, 2012 – June 25, 2020  
DE0007472060, DE000A2YNQ58**

Dear Sir/Madam:

This agreement (“Agreement”) sets forth the terms and conditions, pursuant to which the

<sup>1</sup> DRRT may exclude some of the listed Defendants or include other potentially complicit persons or entities, subject to further disclosures or developments in the matter. Further, DRRT reserves the right to file separate proceedings against some of the Defendants. This action is separate from and does not cover the assertion of claims arising from securities in the insolvency proceeding of Wirecard AG.

<sup>2</sup> This period defines the date range within which transactions may have incurred damages and are eligible for participation in the funded claim against Defendants. The Relevant Legal Period and Relevant Data Period may be modified in the discretion of Funders to allow for the most efficient and effective claims against Defendants.

<sup>3</sup> Transactions in the U.S. ADR of Wirecard (ISIN: US97654L1089) are not included in the Litigation.

Funders, as described below, provide assistance and funding to Czech National Bank (the "CLIENT") in connection with the prosecution of Claims in the Litigation.

This Agreement is based on the confidential information provided to CLIENT, the trading data received from CLIENT and the preliminary analysis of legally relevant damages sustained on CLIENT's transactions in the Affected Securities during the Relevant Period. The Litigation is defined as in-court civil litigation, including any negotiations/mediation or other dispute resolution methods in connection therewith.

#### **Local Counsel, Insurance Limits & Conflict of Interest Exception**

CLIENT understands the need for and agrees to the retention of local German counsel for the purposes of local court appearances and all aspects of prosecuting the Litigation in Germany. TILP Litigation Rechtsanwaltsgesellschaft mbH ("Local Counsel"), a German boutique law firm with special expertise in shareholder claims, has been selected and retained by the Funders for the Litigation in German courts.

CLIENT is hereby informed that Local Counsel has limited malpractice insurance coverage available. All clients of Local Counsel together have access to a total of EUR 100 million of an annual insurance coverage (benefit) from the insurer for all damages caused within a single insurance year. However, the individual sums insured are capped at a maximum of EUR 10 million as displayed in the information letter attached hereto as **Schedule A**, which limited coverage is hereby acknowledged and understood by CLIENT.

CLIENT understands that Local Counsel will only look to the Funders for payment of its statutory German fees and Funders will hold CLIENT harmless from any requests for fees from Local Counsel.

CLIENT further understands that the Funders are funding and Local Counsel is representing several claimants jointly in the Litigation and that CLIENT is part of a joint group of claimants in one complaint. CLIENT also understands that Local Counsel and/or any of the Funders may act, or have acted, for other clients that are participating in the Litigation. CLIENT hereby waives any potential conflict of interest resulting from such joint representation and funding of more than one client.

CLIENT agrees that Local Counsel can disclose to Funders any information they deem necessary concerning the CLIENT's entity/ies, its information, documents, and/or its legal strategy resulting from or in connection with the representation in the Litigation. CLIENT releases Local Counsel from their attorney-client confidentiality obligations and waives any professional secrecy rights with regard to any information provided to the Funders. It is the CLIENT's intention and expectation that disclosure of information or advice by Local Counsel to the Funders as described herein shall not be a waiver of the attorney-client privilege with respect to that information or advice, but we herewith release Local Counsel from any liability or responsibility if a court finds such a waiver to have occurred.

## **Litigation Funding**

DRRT Limited<sup>4</sup> is providing funding of the Litigation, and has obtained the commitment of Therium Capital Management to act as co-funder (collectively the "Funders"). Funders will provide litigation funding and assume the risk of any expenses or costs (1-4 below defined and referred to as "Costs"), including:

- (1) the payment of all attorney fees of Local Counsel, including any additional legal experts such as German Supreme Court or other appellate counsel;
- (2) the payment of all costs incurred in the Litigation, including court filing fees, expert witness and consultant fees, investigative expenses, travel or hotel costs, court reporter and transcript fees, as well as translation, telephone, copy, fax and courier expenses, and the like;
- (3) the payment or posting of a foreign claimant cost bond, as required; and
- (4) the payment of any adverse costs, if the Litigation ultimately is unsuccessful;

The funding of the Litigation is provided on a no-risk, no-expense, success fee basis for all applicable instances under the German Capital Markets Model Case Act ("Kapitalanleger-Musterverfahrensgesetz", short: "KapMuG"). However, the Funders reserve the right to stop funding the Litigation at any point in time, if the Funders determine that the chances of an ultimately successful conclusion of the Litigation are insufficient or have substantially decreased. If Funders cease support for the Litigation, then CLIENT can decide to continue the Litigation at its own expense, with a duty to reimburse the Funders, out of any future recovery, for any expenses incurred prior.

Funders will provide all services in this matter on a risk-free, fully contingent basis. If there is no recovery at all, CLIENT will have to pay nothing to the Funders, or Local Counsel, nor to any opposing party, lawyer or the court. If the Litigation results in the recovery of any compensation for CLIENT, whether as a result of in-court or out-of-court efforts, the total recovery for CLIENT ("Gross Recovery") shall be paid into a trust account and distributed as follows, pursuant to a disbursement statement detailing all items below:

- (a) First, the Funders will be reimbursed for the CLIENT's pro rata share of the Costs advanced in this matter, up to a maximum of [REDACTED] of the CLIENT's Gross Recovery;
- (b) Second, from the remainder, after deduction of Costs from the Gross Recovery, the Funders shall receive the Litigation Funding Fee as described below; and
- (c) Third, the balance from the Gross Recovery, after deduction of Costs and Litigation Funding Fee, will then be paid to the CLIENT.

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<sup>4</sup> DRRT Limited, a Bahamas IBC and international litigation funding company, is providing litigation support services and funding of the Litigation. Alexander Reus, P.A. d/b/a DRRT, a Florida professional association and law firm is providing legal services to DRRT Limited when and as required and to the extent permitted with respect to the individual licensing of its lawyers, and know-how to Local Counsel.

### Litigation Funding Fee

The Litigation Funding Fee shall be based on the total recovery for all clients covered by litigation funding from the Funders in the Litigation, after deduction of Costs ("Total Net Recovery"). The Funders shall be entitled to and receive an amount equal [REDACTED] as Litigation Funding Fee of CLIENT's share of the amount of the Total Net Recovery.

If CLIENT signs this Agreement on or before October 31, 2020, the Litigation Funding Fee will be adjusted as follows:

[REDACTED]

### Miscellaneous

CLIENT warrants and represents to the Funders that:

- a) it is the unrestricted holder of the Claims to be asserted in the Litigation and not aware of any facts or rights which may conflict with the enforceability of the Claims;
- b) there is no other litigation pending, threatened, or to be expected between CLIENT and Defendants in connection with the Litigation or the facts from which it arose;
- c) it has not filed for bankruptcy or insolvency and is not expecting any such filing;
- d) it will reasonably cooperate in the Litigation to support and enable Funders and Local Counsel to properly prosecute the case, which cooperation mainly consists of providing evidence of good standing, corporate existences, signature authority, transaction evidence and any other reasonable cooperation as requested.

CLIENT agrees:

- a) that, to comply with the principles of procedural economy, Local Counsel and the Funders will agree on the individual steps to be taken in the Litigation;
- b) that it has read and understood Local Counsel's information letter regarding its professional liability insurance coverage limited, attached hereto as **Schedule A**;
- c) to sign the German side of a Power of Attorney for the benefit of Local Counsel, in the form attached hereto as **Schedule B**, an original copy of which will be provided to the local German court and another original copy to Local Counsel as evidence for proper representation of CLIENT;<sup>5</sup>
- d) that the Funders will serve as liaison with and to Local Counsel, who can and will communicate with the Funders regarding the Litigation, and CLIENT hereby agrees to waive any applicable attorney-client confidentiality rules in this regard;
- e) that, in the event the Funders deem it to be in CLIENT's best interest to terminate the relationship with Local Counsel, CLIENT shall take such steps as are reasonably requested by the Funders to effectuate such termination, including revocation of the Power of Attorney with Local Counsel;

<sup>5</sup> German law requires a specific German-language Power of Attorney to be executed by CLIENT authorizing Local Counsel to act on its behalf. The attached copy contains an English courtesy translation.

- f) to obtain the agreement of the Funders and Local Counsel prior to having any communication with Defendants or its officers, servants or agents (including its lawyers) in relation to the Litigation and to promptly advise the Funders and Local Counsel of any communication or approach received from or on behalf of Defendants in relation to the Litigation.

CLIENT may only terminate this Agreement (a) with the consent of the Funders, or (b) by reimbursing the Funders for CLIENT's pro rata share of Costs incurred through the date of termination and for any foreign plaintiffs cost bond deposits paid on CLIENT's behalf to the extent such bond does not get released, or (c) by extraordinary termination for good cause. If CLIENT decides that it wishes to continue proceedings at its own risk or in collaboration with other third parties, such determination shall not constitute good cause for termination of this Agreement.

Any client who does not agree with a settlement proposal procured and endorsed by Local Counsel and Funders will have the option to opt out of such settlement proposal by paying the Litigation Funding Fee, as determined by the amount of the settlement proposal, and its pro-rata share of any Costs incurred.

Funders will procure that CLIENT will be provided with regular updates, or responses to inquiries, regarding the progress of the Litigation. All communication between CLIENT and Funders, including also any documents exchanged or provided as well as this Agreement, are confidential and to be treated as such, except that the CLIENT is permitted to publish a redacted copy of this Agreement on its profile on the relevant website as required by law and the regulations the CLIENT is subject to.

All files, research and papers compiled and prepared by Funders or Local Counsel in connection with the investigation, preparation and prosecution of the Litigation constitute "Attorney Work Product" and are the property of Funders over which Funders have absolute control with respect to their use and/or disclosure. As such, they are also protected from discovery by any opposing party to the extent such discovery would be available.<sup>6</sup>

The services of Funders in this matter will end, unless otherwise agreed upon, when there is a final agreement, settlement, decision, or judgment by the court over the Litigation or upon the Funders' decision to discontinue the Litigation.

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<sup>6</sup> Pursuant to this Agreement and DRRT's legitimate business interests, DRRT may collect and process personal information of CLIENT's employees, representatives, agents, etc. Processing activities include, but are not limited to, communicating with CLIENT's employees, representatives, agents, etc. to collect corporate documentation and other data relating to the above-referenced matter, providing CLIENT with timely case updates and other relevant notifications, communicating with co-counsel, drafting and filing legal documents with the Court, and other activities necessary to provide legal representation to CLIENT and perform DRRT's duties as outlined in this Agreement. DRRT may also process personal information to comply with all legal obligations of the relevant jurisdictions. Under the European Union's General Data Protections Regulation ("GDPR"), individuals have certain rights to protect their personal information. Pursuant to these rights, when we process personal information, we make sure to consider the balance any potential impact on the individual (both positive and negative), and their rights under relevant data protection laws, including the GDPR. We will not use any personal data for activities where our interests are overridden by the impact on the individual (unless we have consent or are otherwise required or permitted to by law).

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States, without regard to its conflict of laws principles. In the event of a dispute among the parties hereto, such dispute and the resolution thereof shall be exclusively submitted to the competent courts of New York with proceedings to be held in the English language.

If any provision of this Agreement is, for any reason, declared invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. Furthermore, the parties agree to replace any invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision.

**DRRT Limited**

[Redacted Signature]

Alexander Reus, Managing Director

**Czech National Bank**

[Redacted Signature]

Name: Jan Schmidt

Title: Executive Director

[Redacted Signature]

Name: Zdenek Vírius

Title: Executive Director

Dated this 29<sup>TH</sup> day of DECEMBER, 2020.

[Redacted Signature]  
Local Counsel agrees to the terms of this letter

**ČNB** ČESKÁ NÁRODNÍ BANKA  
Na Příkopě 28, 115 03 Praha 1  
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**TILP Litigation Rechtsanwaltsgesellschaft mbH**

[Redacted Signature]

# V o l l m a c h t                      für

## **TILP Litigation Rechtsanwaltsgesellschaft mbH, Einhornstraße 21, 72138 Kirchentellinsfurt**

In Sachen                      **Czech National Bank**

gegen                      – Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft (EY) zum Ersatz des in seiner Funktion als  
Abschlussprüfer der Wirecard AG verursachten Schadens  
– (Ehemalige) Organmitglieder der Wirecard AG

wegen                      **Geltendmachung von Schadensersatzansprüchen von Aktionären gegen Ernst & Young und (ehemalige)  
Vorstände der Wirecard AG im Zusammenhang mit dem Bilanzskandal der Wirecard AG**

erteile ich hiermit der TILP Litigation Rechtsanwaltsgesellschaft mbH Vollmacht zur außergerichtlichen und gerichtlichen Vertretung. Diese Vollmacht ermächtigt insbesondere:

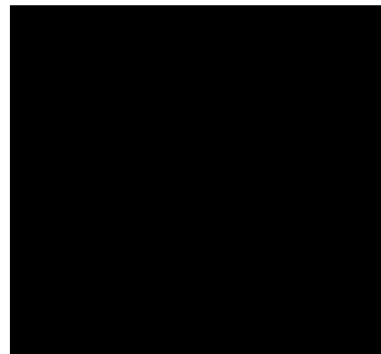
1. zur Prozessführung (unter anderem nach der Zivilprozessordnung ZPO und dem Kapitalanleger-Musterverfahrensgesetz KapMuG) einschließlich der Befugnis zur Erhebung und Zurücknahme von Widerklagen;
2. zur Vertretung in sonstigen Verfahren und bei außergerichtlichen Verhandlungen aller Art sowie zur Anmeldung von Ansprüchen;
3. zur Begründung und Aufhebung von Vertragsverhältnissen und zur Abgabe von einseitigen Willenserklärungen (insbesondere Kündigung, Ausübung von Wahlrechten, Rücktritt, Anfechtung, Widerruf und Widerspruch).

Die Vollmacht gilt für alle Instanzen und erstreckt sich auch auf Neben- und Folgeverfahren aller Art (insbesondere Arreste und einstweilige Verfügungen, Kostenfestsetzungs-, Zwangsvollstreckungs-, Interventions-, Zwangsversteigerungs-, Zwangsverwaltungs- und Hinterlegungsverfahren). Die Vollmacht umfasst insbesondere die Befugnis, Zustellungen zu bewirken und entgegenzunehmen, die Vollmacht ganz oder teilweise auf die TILP Rechtsanwaltsgesellschaft mbH zu übertragen (Untervollmacht), Rechtsmittel einzulegen, zurückzunehmen oder auf sie zu verzichten, den Rechtsstreit oder außergerichtliche Verhandlungen durch Vergleich, Verzicht oder Anerkenntnis zu erledigen, Vermeidungs- oder Erledigungsgespräche zu führen, Geld, Wertsachen, Urkunden, insbesondere auch den Streitgegenstand und die von dem Gegner, von der Justizkasse oder von sonstigen Stellen zu erstattenden Beträge entgegenzunehmen sowie Akteneinsicht zu nehmen.

Diese Vollmacht unterliegt deutsches Recht und ist jederzeit widerrufbar.

Zugleich weise ich hiermit den Gerichtsvollzieher und jede andere gerichtliche, behördliche und private Stelle, einschließlich des/der gegnerischen Bevollmächtigten an, die in oben genannter Sache zurückzuzahlenden/ zu leistenden/ beigetriebenen/ hinterlegten Beträge auszuzahlen an die hiermit bevollmächtigte TILP Litigation Rechtsanwaltsgesellschaft mbH.

\_\_\_\_\_  
(Ort, Datum)



# POWER OF ATTORNEY for

**TILP Litigation Rechtsanwaltsgesellschaft mbH, Einhornstrasse 21, 72138 Kirchentellinsfurt**

In Re **Czech National Bank**

versus **– Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft (EY) for recovery of damages arising from its role as Wirecard AG's auditor**  
**– (Former) Board Members of Wirecard AG**

re **Assertion of shareholder damages claims against Ernst & Young and (former) Board Members of Wirecard AG in the context of the Wirecard AG accounting scandal**

I/we hereby grant the Power of Attorney to TILP Litigation Rechtsanwaltsgesellschaft mbH for judicial and extrajudicial representation This Power of Attorney shall include, but not be limited, to the authority:

1. for litigation (e.g. pursuant to the [German] Code of Civil Procedure – ZPO – and the [German] Capital Markets Model Case Act – KapMuG) including the authority to file and withdraw counterclaims;
2. for representation in other proceedings and all out-of-court negotiations as well as for the registration of claims;
3. for the approval and termination of agreements and the submission of unilateral declarations of intention (e.g. notices of dismissal, exercise of options, rescission, avoidance, revocation and objection).

This Power of Attorney covers all instances and any side or follow-on proceedings (in particular arrests and interim injunctions, proceedings pursuant to the awarding of costs, enforcement, intercession, compulsory auctions, receivership and deposits). This Power of Attorney covers as well in particular the authority to effect and receive service, to transfer the rights under this Power of Attorney to TILP Rechtsanwaltsgesellschaft mbH (Substitute Power of Attorney), to lodge, withdraw or waive to legal remedies, to resolve a dispute or an out-of-court negotiation by settlement, waiver or confession, to conduct discussions regarding avoidance or settlement, to receive money, valuables, documents, as well in particular the matter in dispute and the amount to be reimbursed by the defendants, by the court cashier or other authorities, as well as the inspection of files.

This Power of Attorney shall be governed by german law and is revocable at any time.

In addition, the court clerk or any other judicial, regulatory or private office, including the adverse party representative shall pay the above-mentioned re-paid/executed/prosecuted/deposited payments to the herewith authorized TILP Litigation Rechtsanwaltsgesellschaft mbH.

*Please sign the power of attorney  
in the German language*

\_\_\_\_\_  
(Place, Date)

\_\_\_\_\_  
(Signature)

Name:

Position:



## **Information on the Professional Liability Insurance of TILP Litigation Rechtsanwaltsgesellschaft mbH**

Please note the following information before entering into a mandate to TILP Litigation Rechtsanwaltsgesellschaft mbH (TILP LITIGATION):

TILP LITIGATION is a limited liability company and is admitted as a law firm. The German Federal Lawyers' Act (*Bundesrechtsanwaltsordnung* – BRAO) applies to it.

Among other things, TILP LITIGATION represents plaintiffs before German courts in several proceedings whose individual claims partially exceed EUR 100 million each.

According to sec. 59j BRAO, TILP LITIGATION is obliged to maintain a professional liability insurance with an insurer that will cover a sum insured of at least EUR 2.5 million for each insured event. According to sec. 59j paragraph 2 sentence 2 of the BRAO, the insurance benefit of the insurer may be limited for all losses incurred within one insurance year. However, the maximum annual insurance benefit for all claims caused in an insurance year must amount to at least EUR 10 million in accordance with sec. 59j paragraph 2 sentence 3 of the BRAO. TILP LITIGATION complies with these statutory requirements and is covered by insurance beyond these: The amount insured by TILP LITIGATION is EUR 10 million instead of 2.5 million, and the maximum annual insurance benefit by the insurer is EUR 100 million instead of 10 million.

Therefore, all clients of TILP LITIGATION together have access to a total of EUR 100 million of an annual insurance benefit from the insurer for all damages caused within a single insurance year. However, the individual sums insured are capped at a maximum of EUR 10 million.

The insurance company of TILP LITIGATION is ERGO Versicherung AG, Victoriaplatz 1, 40198 Düsseldorf, GERMANY.

In case a client of TILP LITIGATION wishes to have insurance coverage beyond this amount, this can be arranged individually in each case by paying additional insurance premiums of currently approx. [REDACTED] per year (per additional million EUR insured sum to be insured). TILP LITIGATION will be happy to take out such additional insurance upon separate written request and at the expense of the client.