

Co. No. CNB 92-145-23

ONLY BY E-MAIL

The Czech National Bank,
Na Příkopě 864/28, 115 03
Praha 1,
CZECH REPUBLIC

Utrecht, 5 May 2023

Advocaat
Telephone
E-mail
Matter

K. Rutten

Czech National Bank/Philips (22006)

Dear sir/madam,

This engagement letter confirms the terms of assignment of Finch B.V. ("**Finch**") as attorney at law and counsel ("**Attorney**") to handle Czech National Bank's case against Royal Dutch Philips N.V. – Koninklijke Philips N.V. ("**Philips**"), relating to losses suffered on investments in Philips Shares (ISIN: NL0000009538) (the "**Shares**"). The purpose of this letter is to inform you beforehand about how we will perform our services, as well as to specify the terms of Deminor's intervention as funder.

Client

Finch's client is The Czech National Bank, with address at Na Příkopě 864/28, 115 03 Praha 1, Czech Republic

Engagement

Finch will render the services which will include:

- Representing you in legal proceedings in The Netherlands to recover the losses on the Shares and to do everything in that context that is useful and necessary to recover these losses, and
- Where applicable, to participate in any mediation/conciliation and/or negotiation for the purpose of obtaining compensation for the loss suffered and represent you in the negotiation, validation and signature of any settlement agreement (the "**Legal Action**").

Our engagement will be carried out in close collaboration with Deminor as funder. You agree not to bring any individual or amicable proceedings similar to the Legal Action without prior consultation with us, as this is essential to our engagement.

Invoices

As part of this engagement, Deminor as funder undertakes to pay all costs and fees related to the Legal Action. In return, in the event of Success, Deminor shall be entitled to a success fee. The conditions of the intervention of Deminor as funder are described in more detail in Annex 3. You declare that you have read the attached Deminor's contractual terms and conditions which you agree to by signing this engagement letter.

Finch will invoice Deminor on a monthly basis, showing a breakdown of the work performed. The invoices will be paid by Deminor. Finch cannot turn to Czech National Bank for the payment of the invoices.

General Terms and Conditions

This engagement is governed by the General Terms and Conditions of Finch B.V., which are attached as Annex 1. The General Terms and Conditions contain a limitation of liability, which is capped at the amount that is paid out under our professional liability insurance. The General Terms and Conditions also state that the District Court of Midden-Nederland, seated in Utrecht, has exclusive jurisdiction to adjudicate any and all disputes arising from or in connection with the engagement. Any follow-up work that ensues from this engagement is also governed by the General Terms and Conditions. Lastly, the General Terms and Conditions contain a reference to our firm's Complaints Procedure, which applies to all engagements. We furthermore enclose a copy of our Privacy Policy as Annex 2, which explains how we process personal data. The Czech National Bank agrees to data exchanges using digital methods (Internet and email), and is aware that, despite all Finch's security measures, it cannot be guaranteed with absolute certainty that unauthorised access is impossible.

Dutch Anti-Money Laundering and Counter-Terrorist Financing Act

Under the Dutch Anti-Money Laundering and Counter-Terrorist Financing Act (*Wet ter voorkoming van witwassen en financiering van terrorisme*), in some cases we are required to establish and record the identities of our clients and their representatives. If any unusual transactions are effected or contemplated that fall within the scope of the Dutch Anti-Money Laundering and Counter-Terrorist Financing Act, Finch will be obliged to report the transactions to the Financial Intelligence Unit-the Netherlands. That report will then not be disclosed to you.

Confidentiality

Finch shall comply with its obligations in terms of professional secrecy and confidentiality of correspondence between attorneys. Finch shall also treat with the greatest confidentiality the present letter, any agreement with Deminor, and other service providers mandated by us.

You shall be bound by a strict confidentiality obligation with respect to all information received in the framework of the engagement and the Legal Action. You therefore restrict yourself from sharing with third parties, except your own clients, auditors, and other advisors that are subject to a professional secrecy obligation, any information that could be in your possession with respect to the Legal Action as long as this information shall not become public. You shall also treat with the greatest confidentiality the present letter and all agreements with Deminor, the communication by yourself of the present letter or the agreement with Deminor may only take place for the need of its implementation or to allow you to comply with legal or administrative requirements.

Only the Attorney and Deminor are allowed to communicate to third parties in the framework of the Legal Action. With the exception of your relationship with your own clients, you restrict yourself from issuing any press release whatsoever, from publishing or communicating, whatever the format, any information related to the Legal Action or the present letter or the agreement with Deminor, unless to allow you to comply with legal or administrative requirements. You also restrict yourself from contacting, directly or indirectly, the adverse parties, their attorneys or any third party without first our consent, to find a solution to the Legal Action or any other subject matters related to the Legal Action and you acknowledge that, in light of the collective dimension of the proceedings, the signature of the present letter entails an exclusive representation of your interest by Finch.

Please do not hesitate to contact me if you have any questions about this letter.

I look forward to working with you.

Please sign this engagement letter to confirm that these terms and conditions are acceptable for the Czech National Bank.

Kind regards,



Koen Rutter



Form and corporate name:

Czech National Bank

Registered office:

Na Příkopě 864/28, 115 03 Praha 1, Czech Republic

[Redacted]
Jan Schmidt

Executive Director
[Redacted]

[Redacted]
Zdeněk Vírů

Executive Director
[Redacted]

hereby declares to accept the terms and conditions of the engagement letter and the annexes thereto described hereabove as well as the terms and conditions of the funding and services by Deminor as attached hereto.

Done in

Praha

, on

10 2 -05- 2023

ČNB ČESKÁ NÁRODNÍ BANKA
Na Příkopě 28, 115 03 Praha 1
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GENERAL TERMS AND CONDITIONS OF FINCH B.V.

1. All contracts for services concluded between Finch B.V. ("Finch") and its clients are governed by these General Terms and Conditions.
2. All engagements are deemed to be granted to, accepted by and performed by Finch exclusively, even where it is the client's express or tacit intention that a specific person perform the engagement. The operation of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded.
3. The limitations of liability, indemnities, rights to payments, deadlines and due dates described in these General Terms and Conditions also apply for the benefit of all persons associated with Finch, now or in the past. "Persons associated with Finch" are the employees, advisers, partners, directors, direct and indirect shareholders and their directors, and their successors under universal title. This provision is an irrevocable third-party clause for the benefit of said persons, who may invoke the provisions of these General Terms and Conditions.
4. Engagements are performed exclusively for the benefit of the client. Unless Finch grants written permission, third parties cannot derive any rights from the performance of said engagements.
5. Finch is entitled to engage third parties to help perform engagements, either in its own name or as the client's authorised representative. Finch is entitled, also on the client's behalf, to agree on terms for the working relationships with any and all third parties that it engages and to accept limitations of liability imposed by those third parties that it engages. Finch cannot be held liable by the client for non-performance of any nature whatsoever on the part of third parties that it has engaged.
6. If a third party holds Finch liable in connection with the performance of an engagement for the client, the client will indemnify Finch against all third-party claims and the costs that Finch is obliged to incur, for example the costs of putting forward a defence, including the full attorney fees incurred by Finch.
7. Finch is entitled to change the contractual hourly rates from time to time, including for existing contracts for services. Finch will generally change its rates annually with effect from 1 January.
8. Finch's invoices must be paid within 14 days of the date on which they were issued. The client may not claim any suspension or offset. Where an invoice is not paid by said payment deadline, the client is in default and owes statutory commercial interest on the outstanding amount. In addition, the client will be obliged to compensate Finch for all costs that Finch incurs to collect the claim, including the judicial and extrajudicial costs and the fees for the collection-related work performed by Finch's attorneys at the hourly rates of the attorneys in question. If a client has an objection to an invoice (or any amount specified in an invoice), those objections should be submitted to Finch in writing within 30 days of the date on which the invoice was issued.
9. All rights of claim and other entitlements of the client or third parties, on whatever basis, that relate to work performed by Finch lapse one year after the date on which the client became aware, or could reasonably have become aware, of the existence of said rights and entitlements, and in any event two years after the work to which the claims relate was performed, unless the client's rights lapsed sooner than that by law.

10. Finch's liability is limited to the amount that is paid out for the relevant claim under Finch's liability insurance, plus the applicable excess payable by Finch in that specific case. On request, Finch will provide details about the terms of its liability insurance policies. If, for whatever reason, none of Finch's liability insurance policies result in a payout, any and all liability on Finch's part will be limited to the fees that Finch received in connection with the relevant engagement in the 12 months prior to the moment when the event giving rise to liability occurred, subject to a maximum of EUR 100,000.
11. The client cannot hold any other party besides Finch liable for loss/damage that it believes it has suffered in connection with an engagement performed by Finch. The liability of persons associated with Finch is excluded.
12. The legal relationship between Finch and the client is governed by Dutch law.
13. Finch has a complaints procedure in place that applies to all contracts for services concluded between Finch and the client. The complaints procedure is available at www.finch.nl.
14. The District Court of Midden-Nederland, seated in Utrecht, has exclusive jurisdiction in the first instance to adjudicate any and all disputes on the grounds of or in connection with contracts for services if the dispute is not resolved in accordance with Finch's complaints procedure, or if it cannot be resolved in accordance with Finch's complaints procedure because the situation does not involve a complaint on the client's part.
15. Finch is entitled to amend these General Terms and Conditions unilaterally. The amended General Terms and Conditions will then take effect on the date on which they are published on Finch's website, and will apply to all new contracts for services.
16. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the substance or purport of these General Terms and Conditions, the Dutch text will prevail.

PRIVACY AND COOKIE STATEMENT FINCH B.V.

Finch B.V., trading under the name Finch Dispute Resolution, (hereinafter "**Finch**" or "we") as a law firm processes personal data in the course of providing our services. The concept of 'personal data' includes all information about an identified or identifiable natural person.

Through this Privacy and Cookie Statement, we would like to inform you about how Finch handles personal data, what your rights are regarding the personal data we collect, how you can exercise those rights and where to direct your questions.

Finch qualifies as as the 'data controller' in the meaning of the [General Data Protection Regulation](#) (EU) 2016/679 ("**GDPR**") for the processing of your personal data.

Please find our contact details below, including the e-mail address to which you can send your privacy-related questions:

Finch Dispute Resolution

Tolsteegsingel 2

3582 AC Utrecht

The Netherlands



Which personal data do we process?

We may process the following (categories of) personal data of **clients** and their contact persons:

- name and address details (name, first names, initials, titles, gender, address, postal code, residence) as provided by the client;
- other contact details (telephone number, e-mail address and similar data required for communication) and interest areas as provided by the client as well as information about contact moments with us (such as participation in events) as registered by Finch;

- license plate number as provided by the client if the client visits our office and wishes to use our parking facilities;
- data relating to the handling of a case or the settlement of a dispute, including data concerning the counterparty and third parties, as provided by the client, a counterparty and/or a third party or obtained from a public source, see also below under “**third parties**”;
- data for the purpose of calculating and recording fees and expenses, making payments and recovering claims, including the bank account number provided by the client;
- other data of clients of which the processing is required by or necessary to comply with applicable laws or regulations, the Legal Profession Bye-law and the Code of Conduct for Lawyers, such as, under certain circumstances, the processing of certain data relating to proof of identity when this is necessary to comply with the Money Laundering and Terrorist Financing Act and the maintenance of a former client list.

Finch may process the following (categories of) personal data of persons from whom we purchase products or services or who work for these **suppliers**:

- contact details (name, first names, initials, titles, gender, address, postal code, residence) as provided by the supplier;
- other contact details (telephone number, e-mail address and similar data required for communication) as provided by the supplier;
- license plate number as provided by the supplier if the supplier visits our office and wishes to use our parking facilities;
- in certain cases, also depending in the type of service: a certificate of conduct and details regarding an identity document as provided by the supplier;
- data for the purpose of placing orders or purchasing services; calculating and recording fees and expenses and making payments, including the bank account number as provided by the supplier;
- other data of suppliers of which the processing is required by or necessary to comply with applicable laws or regulations.

We may process the following (categories of) personal data of **job applicants**:

- contact details (name, first names, initials, titles, gender, address, post code, city), as provided by the job applicant;
- other contact details (telephone number, e-mail address and similar data required for communications), as provided by the job applicant;
- license plate number as provided by the job applicant if the job applicant visits our office and wishes to use our parking facilities;
- nationality and date of birth, as provided by the job applicant;
- availability, CV and employment history (copies of diplomas, certificates, letters of reference), motivation letter and where relevant for the vacancy: the results of a competence test taken
- references as provided by the job applicant or the referent, data on the position for which the candidate has applied, notes on job interviews and written communications with the job applicant.

Finch, may process the following (categories of) personal data of **third parties** (such as counter parties, website visitors, non-clients whose personal data appearing in our files, lawyers and other advisors with whom we are in touch);

- contact details (name, first names, initials, titles, gender, address, post code, city), if provided;
- other contact details (telephone number, e-mail address and similar data required for communications), if provided;
- information collected on visits to our website <https://finch.nl/>, including IP-address, as specified below under '**Cookies**';
- data regarding electronic messages from or intended for third parties and data required to keep in touch with those third parties;
- other data obtained from public sources or provided by clients or third parties as part of a case that we handle or for dispute resolution;
- license plate number as provided by the third party if the third party visits our office and wishes to use our parking facilities.

Legal processing grounds

Finch processes your personal data on the basis of one or more of the following legal processing grounds:

- a. If this is necessary for the performance of an agreement to which you are a party or to perform precontractual acts at your request;
- b. If this is necessary to comply with statutory obligations;
- c. If this is necessary to justify our legitimate interests or the interests of a third party;
- d. Your consent.

If Finch processes your personal data on the basis of your consent, Finch will ask you for it separately. You may withdraw your consent at any time. Finch draws your attention to the fact that the withdrawal of your consent does not affect the lawfulness of the processing of your personal data prior to the withdrawal of your consent.

For which purposes do we process personal data?

Finch may process the above personal data for the purposes stated below, in respect of which we have indicated for each purpose on the basis of which of the abovementioned legal processing grounds (a through d) we do so. If the processing is based on the principle of 'legitimate interest', we briefly explain this interest. If you have any specific questions in this respect, please do not hesitate to contact us.

Purposes with corresponding processing grounds:

- to provide the requested legal services, including identifying the client and performing a conflict check to avoid a conflict of interest (*a, b and c: being able to offer and improve our services, compliance with the Legal Profession Bye-law and the Code of Conduct for Lawyers*);
- for our administration, including the calculation or recording of fees or benefits, income and expenses, the payment and collection of claims (including the use of collection agencies or bailiffs) (*a, b and c: the importance of keeping proper records*);

- to be able to deal with any complaints and disputes about our services (*a, b and c: to defend our rights, to maintain and improve existing relationships by means of proper handling of complaints, to improve the quality of the service and to comply with the Legal Profession Bye-law*);
- to maintain contact and communicate with you; also including communications for marketing and related activities such as seminars and sending newsletters (*a, b, c: the interest in bringing our services to the attention of existing clients, d*);
- to handle your job application (*a, b, c: our legitimate interest in assessing whether you are suitable for the job opening and d: consent if you wish to remain in our portfolio, see the header: "How long do we retain your personal data?"*);
- for placing orders or purchasing services (*a, b and c: our interest in being able to keep proper records*);
- for conducting audits and other internal controls (*a, b and c: our interest in being able to keep proper records*);
- to provide you access to our office and where applicable: to reserve a parking spot for you and for the benefit of company security; (*a, b and c: our interest our interest in being able to keep proper records and to protect our property, our staff members and the data we have at our disposal*);
- to generate statistics regarding the use of our website and to determine in which language the website should be displayed (*c: the importance of offering an optimized website*);
- to comply with our legal and statutory obligations including the Legal Profession Bye-law and the Code of Conduct for Lawyers (*b, c: the interest of being able to meet these obligations*).

How long do we retain your personal data?

We do not retain your personal data in an identifiable form for longer than is necessary to achieve the purposes in conjunction with the legal processing grounds as set out in this Privacy and Cookie Statement. More specifically, the following retention periods are applied:

- The personal data provided to us with regard to your application will be stored for up to four weeks after the end of the application procedure. We can keep your

personal data on file for up to one year after the end of the application procedure if you consent to this. This gives us with the option to approach you for any future vacancies at Finch. When you enter into the employment of Finch, the personal data you provided with regard to your application will become part of your personnel file.

- The files of the cases handled by Finch will be kept in accordance with the [Archiving Manual of the Netherlands Bar Association](#) for at least five years and at most twenty years after our involvement in the case has ended;
- The personal data that are processed in the context of the Office Complaints Procedure will be deleted no later than two years after the complaint and/or the legal proceedings arising from it have been dealt with.
- Personal data that must be kept on the basis of [Article 52 of the Dutch State Taxes Act](#) will be kept for 7 years (from the end of the year in which the data in question have lost their current value for the (tax-) related business operations) in connection with the tax retention obligation incumbent on us pursuant to Article 52(4) of the Dutch State Taxes Act.

The abovementioned specific retention periods can be extended if statutory retention obligations apply or will become applicable. Finch may also retain the personal data for a longer period of time if this is necessary for the handling of incidents and/or legal disputes. For more information regarding the retention periods related to the use of cookies, we kindly refer you to the section “**Cookies**” in this Privacy and Cookie Statement.

Cookies

Our website www.finch.nl uses cookies and similar techniques (hereinafter jointly referred to as “cookies”).

Cookies are small data files that are stored by your browser on your computer, tablet or mobile phone and read out when you use our website. Below we will explain the different types of cookies used by our website.

Functional cookies

Finch uses a number of functional cookies, also known as necessary cookies. These cookies ensure that our website works properly and, for example, allow us to determine which language our website is displayed in.

We use the following functional cookies:

Name	Provider	Type	Purpose	Duration
wp-wpml_current_language	finch.nl	HTTP	Designates the country code that is calculated based on the website visitor's IP address, to determine what language should be used for the visitor.	Session
privacy_embeds	finch.nl	HTTP	This cookie tracks whether the cookie banner has previously been shown to the website visitor	1 month

Analytical cookies

We use analytical cookies to properly adjust our website to the preferences and interests of our website visitors and to offer you a desirable website experience.

These cookies channel back information to our data analytics tool, Google Analytics from Google LLC ('Google'). Through Google Analytics, we are provided insight into the way in which our website is used. This regards user statistics, such as the number of individual visitors, the frequently used pages and the average duration of a visit. To this end, personal data such as your IP address, information about the device you used (device identifiers), cookie identifiers and client identifiers are processed. We use Google Tag Manager to place and manage cookies and scripts.

We have followed the [Manual for Privacy Friendly Google Analytics Settings of the Dutch Data Protection Authority](#) for the use of Google Analytics. This means, among other things, that we have instructed Google to delete the last three digits of your IP address (making it difficult to

trace the IP address to a specific visitor) and that we have disabled the default settings for sharing data with Google. In addition, we have entered into a data processing agreement with Google. We do not use any other Google services in combination with the Google Analytics cookies. The limited information that is shared with Google through the use of Google Analytics can be transferred to and stored by Google on servers in the United States.

We use the following analytical cookies on our website:

Name	Provider	Type	Purpose	Duration
_ga	finch.nl	HTTP	This cookie is placed in order to collect statistics about the website to enhance user experience.	2 years
_gid	finch.nl	HTTP	This cookie is used in order to distinguish different visitors to the website.	1 day
_gat	finch.nl	HTTP	This cookie is used for throttling requests to Google Analytics to increase the efficiency of network calls.	1 day
ga#	finch.nl	HTTP	This cookie is used by Google Analytics to collect data on the number of times a visitor has visited the website as well as the dates for the first and the most recent visit.	2 years

Deletion of cookies

You can delete cookies and/or refuse to place new cookies through your browser settings. The steps to take in order to do this differ per browser. See the cookie settings available in your web browser(s) for more information. Please find below the instructions for different frequently-used browsers:

[Google Chrome](#)

[Firefox](#)

[Edge](#)

[Safari](#) and more specific information for Apple devices can be found [here](#)

[Opera](#)

Furthermore, if you do not want Google compiling and using Google Analytics data, you can download and install the browser plug-in available under:

<https://tools.google.com/dlpage/gaoptout>.

More information on cookies and deleting cookies can be found at the [Dutch Consumer's Association](#), through [Consuwijzer](#) and through <http://www.youronlinechoices.eu/>.

With whom do we share your personal data?

Finch does not provide your personal data to third parties ('recipients' within the meaning of the applicable privacy legislation), unless this is necessary for the proper performance of the purposes set out in this Privacy and Cookie Statement, if the law requires us to do so or if you have provided your consent to this end. For example, we may share your personal data with another lawyer engaged to handle your matter during absence or leave, with an expert in order to obtain an expert opinion, or if we engage a third party to provide services to Finch, such as an IT-provider. We may also (be required to) provide your personal data in the context of any (judicial or other) proceedings or in relation to correspondence with the counterparty. Finally, Finch may also be required by law to provide personal data to a supervisory authority or other public body.

The third parties to whom the personal data are made available are obliged to handle your personal data confidentially. If these parties qualify as a 'data processor' within the meaning of the applicable privacy legislation, Finch will ensure that a data processing agreement is concluded with these parties, which complies with the requirements included in the GDPR. Third parties which offer services to Finch as an independent data controller, such as accountants, civil law notaries experts engaged to provide an opinion or export report, are themselves responsible for the (further) processing of your personal data in accordance with the applicable privacy legislation.

Personal data can be shared with:

- staff members of Finch;
- suppliers (for example software suppliers, bailiffs, courier services, translation agencies, accountants, etc);



- counterparties, other lawyers or advisors in the context of the provision of services;
- with all of our legal successors if Finch is acquired by or merged with another company, and also with third parties involved in such proposed or actual business transaction;
- courts and government institutions;
- other parties, such as regulators and other authorities where required by law or with your consent.

In order to provide our services, Finch might need to transfer your personal data to a recipient in a country outside the European Economic Area with a lower degree of protection of personal data than the European law offers. In that case, Finch will ensure that such a transfer of personal data is in accordance with the applicable laws and regulations, for example by concluding a model contract prepared and approved for that purpose by the European Commission and will assess whether any additional measures are necessary to guarantee an appropriate level of protection of your personal data. Please do not hesitate to reach out to Finch if you wish to receive more information about the appropriate or suitable safeguards in place for data transfers outside of the European Economic Area or if you would like to obtain a copy of them.

Security measures

Finch has taken appropriate technical and organisational measures to secure your personal data against unauthorised or unlawful processing and against loss, destruction, damage, modification or publication. If you have any questions about the security of your personal data, or if you suspect or see signs of misuse, please contact us [via](#) [REDACTED].

Your privacy rights

You have the following rights in respect of the processing of your personal data by Finch:

- the right to request whether Finch processes your personal data and if so, the right to access your personal data and to receive information about the processing of your personal data;
- the right to rectification of your personal data if these are incorrect or incomplete;
- the right to have your personal data deleted ('right to be forgotten');

- the right to object to the processing of your personal data or to limit the processing of your personal data;
- the right to withdraw your consent for the processing of your personal data, if the processing is based on your consent;
- the right to receive or surrender your personal data to a third party appointed by you in a structured, customary and machine-readable form ('right to data portability').
- the right to file a complaint with the competent supervisory authority. In the Netherlands this is the [Dutch Data Protection Authority](#). If you live or work in another country in the European Economic Area, you can file a complaint with the competent authority of that country.

Finch does not use automated decision-making within the meaning of Article 22 GDPR.

You can file requests to exercise your rights by post or e-mail using the contact details stated above. In order to prevent that Finch discloses information to the wrong person, Finch can ask you for additional information to verify your identity.

In principle, Finch will inform you whether Finch can comply with your request, within one month after receipt. In specific cases, for example when it concerns a complex request, this term may be extended by two months. Finch will inform you of such an extension within one month after receiving your request. On the basis of the applicable privacy legislation, Finch can refuse your request under certain circumstances. If this is the case, Finch will explain to you why. You can find more information about your privacy rights on the website of the [Dutch Data Protection Authority](#).

Amendments

This Privacy and Cookie Statement was last amended on **8 November 2022**. We reserve the right to amend this Privacy and Cookie Statement. The most recent version of this Privacy and Cookie Statement will always be posted on our website, stating the effective date of the changes. If substantial amendments are made that could have a significant impact on one or more of the data subjects involved, we seek to inform those data subjects directly.

Annex 3
Terms and conditions of funding and services by Deminor

* Deminor is used as an abbreviation of DRS Belgium SRL, with registered office at Rue Joseph Stevens 7, 1000 Brussels, Belgium, registered in the Crossroads Database for Enterprises under the number 0452.511.928 and of Deminor Recovery Services (Luxembourg) S.A., with registered office at 1 Rue Jean-Pierre Brasseur, L-1258 Luxembourg, registered in the register of commerce of Luxembourg under the number B175299, acting on its behalf and on behalf of its subsidiaries.

1. PURPOSE

1.1 Once a person (the “**Client**”) has appointed the Attorney and accepts the funding of their dispute by Deminor, Deminor undertakes to cover the costs and fees to be paid in the context of the Legal Action agreed with the Attorney in the name and on behalf of the Client, including the Attorney’s fees, the procedural costs relating to the Legal Action, any expert fees or other third party advisors accepted by Deminor, and all costs related to the Legal Action. For the avoidance of doubt, Deminor shall pay any adverse party legal fees and court costs that the Client may be ordered to pay by the court in case of dismissal of the Legal Action.

1.2 As part of the funding and in order to maximise recovery of losses, Deminor shall also provide the following services to the Client:

- Performing an economic analysis and loss calculations of the Client’s position as investor in Shares and providing it to the Attorney;
- Supporting the Attorney on documents to be produced by Client;
- Analysing and evaluating analyst reports, financial statements, press articles, and other publicly available information to support the Attorney in the Legal Action;
- Organising and coordinating a group of investors in Philips who have similar interests and who wish to recover their losses on the Shares;
- Contacting and seeking legal opinions and specialist advice regarding the merits of the Legal Action, damage calculation issues, eligibility and admissibility issues and all other issues and communicating the opinions and advice to the Attorney;
- Holding discussions with various law firms and proposing to the Client to retain attorneys for the purpose of giving legal advice and conducting litigation on behalf of the Client before the competent court of the Netherlands, the U.S. and potentially other relevant jurisdictions.
- On behalf of the Client and in collaboration with the Attorney, contacting and holding discussions with any and all parties involved, including Philips, Philips Rp, other Philips group companies, their (former) directors and officers, auditors, agents and employees as well as their shareholders, creditors, competent authorities, including Dutch and U.S. authorities and/or other (foreign) authorities, in connection with the above-mentioned recovery action;
- In close collaboration with the Attorney, informing the Client on a regular basis about the status of the actions undertaken and regularly sending case updates for such purposes;

- Maintaining close contacts with the press, public authorities, trade bodies and lobbying groups, however without mentioning the name of the Client, unless the Client accepts to disclose its identity;
- Assisting the Attorney, conducting discussions and negotiations, in close collaboration with the Attorney, with any party involved including settlement negotiations, and, subject to the Client's prior written approval, entering into a settlement agreement by which the Client receives partial or full compensation for the losses on its Shares and taking all steps required to complete the settlement agreement, subject to the limitations of confidentiality.

2. REMUNERATION

2.1 In return for assuming the costs and financial risks associated with the legal procedure described in article 1 above and providing the services, the Client agrees to pay Deminor in the event of a Success a success fee equal to [REDACTED] of the total amount of any Compensation Awarded.

"**Success**" means the Attorney, the Client, or a receiver appointed by the Client, receiving the Compensation Awarded.

"**Compensation Awarded**" is understood as the compensation awarded to Client by means of, or pursuant to a decision, a resolution, an agreement, a settlement, a public statement, or an unilateral decision (regardless of the entity or corporate body involved in such decision, resolution, agreement, settlement, public statement or unilateral decision) or any other measure or event whatsoever (compensation, indemnification, share buyback, distribution of new shares or takeover offer, corporate governance reforms, etc.) by which the Client is entitled to be compensated in any way, wholly or partly, directly or indirectly and irrespective of the nature of the compensation (whether in cash, in kind or in any other way whatsoever) for the losses suffered on its investment in Shares, before deduction of any taxes. A reimbursement of costs awarded to Client shall also be considered as part of the Compensation Awarded.

No remuneration or reimbursement shall be due by the Client to Deminor or any other party involved in the Legal Action in any respect in the event of no Success, such as failure of the Legal Action or non-recovery for the Client.

2.2 To this end, in the event of a Success, the Client authorises the Attorney to deduct the amounts due to Deminor directly from any Compensation Awarded. As soon as the funds are received, the appointed Attorney will transfer the amounts due to Deminor, and the balance will be paid into the Client's bank account without undue delay, the details of which the Client must provide to the Attorney.

2.3 In the event that the Client obtains payment of their compensation directly from the defendant(s) in the proceedings, it will be obliged to inform the Attorney of this within two (2) working days and to transfer the amounts due to Deminor to the Attorney within seven (7) days of receipt of said amounts. This is also valid in the event that the Client decides to accept compensation as a settlement.

2.4 From the moment that the funding and services terms between Deminor and the Client is concluded, the remuneration due in the event of success is due to Deminor as soon as a Success is obtained, whether it is within the framework of legal proceedings, a settlement or a payment of any kind whatsoever.

3. EFFECTIVE DATE OF THE CONTRACT AND OBLIGATIONS OF THE CLIENT

3.1 The funding and services conditions is definitively concluded upon its signature by the Client or by their legal representative of the engagement letter.

3.2 Throughout the duration of this agreement, the Client undertakes not to make any decisions with regard to the Legal Action funded by Deminor that could affect Deminor's funding and its possible remuneration in this regard, without prior consultation with Deminor. In particular, the Client must consult Deminor regarding all important strategic decisions concerning the actions, including, but not limited to, any decision to amend the claims, to initiate proceedings on the merits or summary proceedings, or any decision in connection with the litigation likely to affect current or future claims.

3.3 The Client authorises the Attorney to discuss their case with Deminor in order to discuss the strategy and decisions to be taken in the context of the Legal Action, in particular with regard to any amendments of the applications or any settlement offers subject to the rules of ethics. Deminor will not provide legal advice and will act exclusively as a third party funder and service provider.

3.4 The Attorney has been engaged to represent the Client and to pursue the Legal Action until its conclusion, in particular until the settlement of any resulting Successes, as provided for in the engagement letter. The Attorney's representation of the Client is an essential element of Deminor's funding. If, at any time, the Attorney ceases – temporarily or permanently – to represent the Client in the Litigation, the Client must inform Deminor within two working days; if the end of the relationship with the Client is a consequence of an unilateral termination by the Client, or a wrongdoing by the Client or an agreed termination between the Client and the Attorney, Deminor shall not be obliged to further cover the funding of the Legal Action, the Client being under the obligation to reimburse within ten working days the full amount already paid by Deminor on its behalf in the framework of the Legal Action.

3.5 The Client acknowledges that information regarding settlement discussions may be price sensitive and that the use of such information by any recipient to make investment decisions may constitute a breach of insider trading regulations. The Client undertakes to take all appropriate measures so as to ensure that the receipt of confidential information from the Attorney and Deminor and the use thereof by the Client is in accordance with all applicable regulations relating to the use of inside information.

3.6 The Client acknowledges that a settlement may be subject to a minimum acceptance ratio or a maximum exclusion ("opt out") ratio (hereafter the "**Minimum Acceptance Ratio**") for the settlement to become binding. In such case, if the Minimum Acceptance Ratio will not be satisfied, the settlement may become null and void. If the Minimum Acceptance Ratio will have been satisfied, the settlement will become binding upon the Client provided the Client has accepted the settlement. The Attorney and Deminor will inform the Client promptly about satisfaction of the Minimum Acceptance Ratio.

3.7 If the Minimum Acceptance Ratio is satisfied but the Client has not accepted the Settlement, the Investor will not be bound by the settlement. The Attorney and Deminor will then be entitled to terminate the agreement without having to pay any termination indemnity to the Client. The Client will then be free to continue or pursue its own actions with attorneys of its choice with a view to obtaining a compensation for the losses suffered, without any further obligation of Deminor to bear any costs or to provide any services in connection with those actions. The Client shall nevertheless pay Deminor's Success Fee set forth under Article 2 in case of a settlement accepted by the Client within a period of 6 months following termination.

4. TERM AND EARLY TERMINATION OF THE CONTRACT

4.1 The funding and provision of services will end upon the completion of the Attorney's assignment, i.e. when all sums due as a result of the Success have been effectively and definitively paid to the Client in the event of Success. The agreement will also end (a) once a final judgment against which no further appeal is possible has been rendered, without prejudice to Deminor receiving its success fee; (b) a settlement has become binding, without prejudice to Deminor receiving its success fee; or (c) Deminor notifies the Client that it will not support an appeal against a negative court decision, provided no other actions are pending.

4.2 The Client remains free to withdraw from any legal proceedings that may have been initiated on its behalf, or to release the Attorney. In these cases, however, the Client must reimburse Deminor for a pro rata share of the fees and costs paid in advance in the context of the Legal Action.

4.3 In addition, this agreement may be terminated by either party for wrongdoing. Wrongdoing by the Client includes providing Deminor or the Attorney with incorrect information, failing to provide all the information or documents requested within a reasonable period of time or concealing collection proceedings previously or concurrently initiated against the defendants in the proceedings. Termination of the funding agreement for wrongdoing by the Client may result in the invoicing, directly to the Client, of the costs of proceedings and legal fees that Deminor may already have paid and of future costs associated with the current proceedings. In case of wrongdoing by Deminor or the Attorney, no costs or fees are payable by the Client.

5. GOVERNING LAW AND DISPUTE

The terms and conditions of this agreement for funding and provision of services (Annex 3) shall be governed by and construed in accordance with the laws of Belgium.

The Courts of Brussels shall have exclusive jurisdiction over any dispute relating to this agreement.

6. DATA PROTECTION

6.1 By signing the engagement letter, the Client acknowledges that Deminor entities will, as joint controllers, process personal data of the Client's authorised signatory(ies) and Contact person(s) ("**Client Representatives**") for the exclusive purpose of the conclusion and the performance of the agreement. The personal data of the Client Representatives include first and last name, position, telephone number, fax number, email address and any information that Deminor will need to process in order to enter into and/or execute the engagement (hereafter "**Personal Data**"). Deminor may not use Personal Data for new purposes which are reasonably unforeseen except as permitted by applicable law. The Client is responsible for giving notice to Client Representatives regarding the collection and use of their Personal Data in connection with the purposes described herein.

6.2 Deminor may rely on data processors for processing the Personal Data on its behalf but it will not make Client Representatives Personal Data available to any third party and shall not publicly disclose the Personal Data unless such transfers are necessary for the performance of the agreement (such as the transfer of Personal Data to any judicial or governmental authority or to the adversary parties), or when such transfer of Personal Data is compulsory by applicable law or by order of a judicial or governmental authority.

6.3 Please note that whenever Personal Data is transferred to processors or third parties located outside the European Economic Area, in countries which are not considered by the European Commission to guarantee an adequate level of personal data protection, Deminor will ensure that appropriate measures are implemented according to the applicable national and European legislation relating to data protection. The Client Representatives may obtain a copy of the appropriate safeguards taken by sending an email to [REDACTED]

6.4 Deminor will retain Personal Data only as long as necessary for the fulfilment of the purposes described above or as required by applicable law.

6.5 Deminor has implemented technical and organisational measures in accordance with standard industry practices to ensure an appropriate level of security of the Personal Data processed.

6.6 At any time, Client Representatives may exercise the right to request access to or rectification of and, as the case may be the deletion of any Personal Data or to object to processing, or request restriction of processing, as well as the right to data portability, in compliance with applicable data protection law, by sending a signed request form with a copy of their ID card, passport or other proof of identity to [REDACTED] or in writing to DRS Belgium SRL/BV (Attn: Claims Management Department), 19th Floor - Sablon Tower – Rue Joseph Stevens 7, B-1000 Brussels – Belgium.

6.7 As a data subject, Client Representatives have a right to lodge a complaint with a supervisory authority if they consider that the processing of Personal Data relating to them infringes the applicable legislation relating to data protection.

7. CORRESPONDENCE AND INFORMATION

The Client consents to receiving correspondence as well as correspondence addressed to third parties by email.

For DRS Belgium SRL

[REDACTED]

Name: Charles Demoulin
Title: Director

[REDACTED]

For Deminor Recovery Services (Luxembourg) SA,

[REDACTED]

Name: Erik Bomans
Title: Director

[REDACTED]

Name: Charles Demoulin
Title: Director

[REDACTED]