

LITIGATION FUNDING AGREEMENT

Between

[]

ROLAND ProzessFinanz AG
Deutz-Kalker Straße 46
50679 Köln

“Claimant”

“ROLAND”

WHEREAS

The Claimant asserts the following Claims against [] “Opponent”

...

“Claims”

The Claims are based on the following facts:

...

Reference is made to the particulars of claim which is hereby incorporated into this agreement.

The Claimant wishes to pursue the Claims. However, the Claimant does not wish to carry the financial burden of the litigation, nor the risk associated with legal costs.

The Claimant is aware that it is entitled to claim assistance for the cost of legal advice and litigation costs, subject to satisfying the eligibility criteria. The Claimant is aware that it may seek advice from a lawyer as to its entitlement. The Claimant does not intend to claim such assistance.

ROLAND is not entitled to or obliged to provide legal advice to the Claimant. The preparation and conduct of litigation which is funded by ROLAND is the responsibility of the Claimant and the Claimant’s lawyer. The Claimant shall be responsible for choosing and instructing its lawyer.

The parties have come to the following agreement, set out below.

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1. Object of Agreement

(a) Position of Parties

The Claimant does not wish to bear the litigation risk in pursuing the Claims. For this reason, the parties have agreed that ROLAND shall bear the costs so that the parties can pursue the Claims jointly. This cooperation commences on the date on which this agreement comes into force and ends once the Claims have been determined and the Proceeds have been distributed or this agreement is terminated by ROLAND.

If the Claims are successful, the Proceeds will be distributed in accordance with this agreement.

(b) Binding Agreement

The Claimant is bound by this offer until the expiry of 3 weeks after receipt by ROLAND. Thereafter the offer is binding until the Claimant retracts the offer in writing or the offer is rejected by ROLAND.

2. Representations by Claimant

The Claimant represents that:

- that it has the full right, power and authority to pursue the Claims and that it has not sold, transferred, assigned or otherwise disposed of its interest in the Claims;
- there is no agreement with a third party preventing the Claimant from assigning the Claims and the Claimant is free to assign the Claims without obtaining the consent of a third party;
- the Claimant is not aware of any circumstances other than those listed in the recital above, which could affect the validity or enforceability of the Claims. In particular, the Claimant is not aware of any counterclaims which can be offset against the Claim or any other rights affecting the Claims;
- the documents which the Claimant has supplied directly or via its lawyer to ROLAND, provide a true, accurate and complete representation of the circumstances giving rise to the Claims;
- there is no other dispute between the Claimant and the Opponent, whether past, current or future, which has or could have an impact on the Claims;
- there are no enforceable judgments against the Claimant which may result in insolvency proceedings being commenced against the Claimant.

These representations are fundamental conditions of this contract. If these representations are incorrect or incomplete, ROLAND shall be entitled to claim damages and reserves all its other rights.

3. **Duties of Claimant**

(a) **Obligation to support proceedings and conduct proceedings cost effectively**

The Claimant shall carry out all appropriate and necessary acts which support the favourable determination of the Claims with reasonable care and skill and will fully support the proceedings. The Claimant shall abide by normal principles of cost effective and commercial litigation conduct. Where there is more than one type of proceedings which all have equal prospects of success, the Claimant shall choose the type of proceeding which bears the lowest cost risk. The Claimant shall pass on these obligations to its lawyer.

(b) **Obligation to obtain ROLAND's consent before incurring costs**

The Claimant shall obtain ROLAND's consent in advance of incurring costs. The Claimant shall pass this obligation on to its lawyer. In the event that no consent is obtained, ROLAND shall not be obliged to pay those costs.

(c) **Obligation to obtain ROLAND's consent before disposing of Claims**

The Claimant shall obtain ROLAND's consent before disposing of the Claims. This applies in particular to:

Confessione

- an admission of the Claims or part of the Claims

Transazione

- entering into an irrevocable settlement agreement. In the event of a settlement agreement which can be revoked, the Claimant shall not allow the period in which the agreement can be revoked to expire either without either revoking the agreement or obtaining ROLAND's consent.

(d) **Obligation to obtain ROLAND's consent for discontinuance**

The Claimant may only discontinue the Claims with the prior consent of ROLAND.

(e) **Duty to enforce judgment obtained**

The Claimant is obliged at the request of ROLAND to pursue enforcement of any judgments obtained to the extent that ROLAND is obliged under this agreement to pay the associated costs of enforcement. Where the enforcement of a judgment is conditional in any way, the Claimant is only obliged to enforce judgment where ROLAND provides an indemnity for any damages arising as a result of enforcement.

(f) **Duty to release lawyer from duties of confidentiality**

The Claimant hereby releases its lawyer from any duties of confidentiality as concerns communication and disclosure between the lawyer and ROLAND of information relating to the Claims and any previous history relating to the Claims.

(g) Duty to report progress

The Claimant shall inform ROLAND promptly and on an ongoing basis via its lawyer on the status of proceedings and shall send to ROLAND, promptly and without the need for ROLAND request it, copies of all documents in the proceedings. In addition, the Claimant shall inform ROLAND, promptly and without the need for ROLAND to request it, of new circumstances which have come to light and which have an impact on the assessment of the merits or the validity of the Claims or the legal costs risk. The Claimant shall pass on these obligations to its lawyer.

The Claimant shall use all reasonable endeavours to ensure that any third parties which are within its control or associated to its company or otherwise associated with the Claimant, will support the proceedings as set out above.

The Claimant agrees to execute a separate deed or power of attorney which shall entitle ROLAND to request and view official and/or court documents and to take copies thereof in as far as the documents relate to the Claims.

(h) Obligations in arbitration proceedings

If the Claims are pursued by way of arbitration, the Claimant shall make an application to allow three additional people to be present at any oral hearing in addition to the Claimant's legal representative, in order to allow ROLAND the opportunity to take part in the proceedings.

(i) Authorisation for service on lawyer

The Claimant hereby authorises its lawyer to accept service of any notices given by ROLAND in connection with this Agreement.

(j) Consequences of breach of the Claimant's obligations above

In the event of a breach of the above obligations, the Claimant shall put ROLAND in the position that ROLAND would have been in, had the Claims been successfully pursued. The Claimant reserves the right to prove that the proceeds it would have made by pursuing the Claims would have been less but for its breach of contract.

4. Duties of ROLAND

(a) Free review of Claims by ROLAND or appointed third party

ROLAND shall carry out a review free of charge to assess whether the Claims are capable of funding.

ROLAND is entitled to appoint a third party to carry out the review, for example, a lawyer or other expert. ROLAND shall impose a duty of confidentiality on such third parties, to the extent that there is no pre-existing legal duty of confidentiality.

ROLAND shall not provide legal advice to the Claimant. ROLAND's review is purely for its own benefit and for the purpose of assessing the prospects of success of the Claims. ROLAND is not obliged to justify its acceptance or rejection of any case.

(b) Funding by ROLAND

Subject to the terms set out in this agreement, ROLAND shall pay the costs of pursuing the Claims, including costs of legal advice and representation, court fees, costs arising from a court order in relation to the gathering and provision of evidence and costs payable to the Opponent, providing the costs arise after this agreement comes into force.

ROLAND shall make such payments directly to the Claimant's lawyer. The Claimant hereby authorises its lawyer to accept receipt of the payments. The Claimant shall instruct its lawyer to make the relevant payments to third parties (for example, the court or the Opponent). ROLAND shall not make payments directly to the Claimant.

(1) Principle: Fixed fees in accordance with RVG and GKG

To the extent that ROLAND has not approved any other fee structure, ROLAND will pay legal costs in accordance with the *Rechtsanwaltsvergütungsgesetz (RVG)* and court fees and enforcement costs in accordance with the relevant prescribed fixed costs.

(2) Additional "ProFi" fee up to 1.0 RVG

The Claimant's lawyer may incur additional costs in working with ROLAND (for example in connection with meetings, telephone calls, correspondence). In cases where the RVG applies, ROLAND agrees to pay a one-off fee of 1.0 RVG in addition to the costs of litigating the Claims (the "ProFi fee") but only if ROLAND has expressly agreed such ProFi fee at the time of entering into this litigation funding agreement and ROLAND has a copy of the agreement relating to the ProFi fee with the lawyer before signature of the litigation funding agreement. The level of the ProFi fee is limited to a maximum claim value of 1 million Euros.

It is assumed that the Claimant will not be able to recover the ProFi fee from its Opponent. In the event that the Claims succeed, in whole or in part, or in the event of settlement, the Claimant and ROLAND shall bear the ProFi fee in the same proportion as is agreed for the calculation of the Proceeds.

(3) Arbitration up to the value of RVG or GKG

ROLAND shall pay all costs associated with arbitration proceedings to the extent that they do not exceed the fees set out in RVG or GKG, as applicable. Any variation to this clause must be expressly agreed in a separate agreement.

(4) Mediation

Where funding for a mediation is to be undertaken, a separate agreement on the level of legal fees and disbursements shall be negotiated between the parties and the appointed lawyer. Where a mediation is carried out, any agreement reached as a result of the mediation shall require ROLAND's consent.

(5) Overseas litigation in accordance with local prescribed fees or individually negotiated fee agreement

Where the Claimant is represented in front of the courts in a jurisdiction other than Germany, the local prescribed fees order shall replace the RVG and GKG.

In the event that there are no generally applicable prescribed fees, ROLAND will pay the fees which are set out in an agreement between the Claimant and the lawyer to the extent that those fees reflect fair market rates. ROLAND's consent is required before entering into an agreement on fees with the lawyer.

(6) Costs of enforcement in accordance with RVG and GKG

ROLAND shall pay the prescribed costs of enforcing a judgment where ROLAND deems enforcement to be necessary and to have sufficient prospects of success.

Where enforcement of a judgment is conditional in any way, ROLAND is entitled but not obliged to provide the necessary securities required. Where ROLAND provides a security or causes a security to be provided, the proceeds of enforcement are to be paid in full to ROLAND or the giver of the security and shall remain in the security giver's control until such time as the security has been released. Further details may be set out in a separate agreement.

ROLAND shall not be liable, whether to the Claimant or to any third party for damages which arise as a result of the reversal of a conditional judgment.

Costs payable to the Opponent in relation to enforcement of a judgment shall be paid to the Claimant's lawyer once the Claimant has irrevocably instructed its lawyer to forward the payment to the Opponent.

The Claimant may demand payment directly to itself only where the Claimant has already made a payment to the Opponent and the Claimant can provide documentary evidence thereof.

(7) Value added tax (VAT)

ROLAND shall only pay value added tax on any costs to the extent that the Claimant is not entitled to offset such tax against its own tax liability. Where a Claimant is entitled to offset value added tax, the Claimant shall pay the value added tax directly to the person issuing the relevant invoice.

(8) Dates for payment by ROLAND

Upon issue of the particulars of claim approved by ROLAND, ROLAND shall pay the legal fees and the prescribed court fees.

All other costs shall be paid upon becoming due and upon ROLAND receiving a detailed written report from the Claimant's lawyer as to the circumstances from which the costs arise (for example an attendance note of a court hearing).

The one-off ProFi fee as set out at clause 4 b (2) shall be payable once judgment at first instance has been obtained.

(9) Exclusions

- Claimant's travel costs
- Telegraphic transfer fees or other bank charges levied by the Claimant's lawyers
- cost of lawyer acting as local representative or local agent
- costs associated with a counterclaim
- costs which arise from a set-off which increases the value of the claim

5. Distribution of Proceeds following successful claim

(a) Calculation of Proceeds

From the Proceeds of any successful Claims, ROLAND shall first be entitled to deduct all costs which ROLAND has already incurred and any costs which it has yet to pay in accordance with clause 4 b), including the ProFi fee. ROLAND's costs include its own disbursements such as travel costs of its employees to attend meetings, court hearings and company registration and land registration offices, costs of credit checks or certifications by a notary. ROLAND's costs further include those costs which, having liaised with the Claimant and the Claimant's lawyer, ROLAND incurred in connection with commissioning an expert report or specialist research, even where those costs were incurred before this agreement was entered into.

Where the Claimant has partly paid for legal costs or is yet to pay such costs, the Claimant shall be entitled to deduct the costs it has incurred or is yet to incur to the extent that ROLAND has approved those costs as deductible. Where the Proceeds are insufficient to cover all costs, the parties shall be entitled to reimbursement of their costs in the same proportion as the payments they have made or are liable to make.

Of the remaining Proceeds, ROLAND shall receive 30% of any sum under EURO €500,000 and 20% of any sum exceeding EURO €500,000.

Where the Claimant resolves the Claims before commencing legal proceedings or by way of mediation, ROLAND shall receive 20% of the remaining Proceeds.

(b) Definition of Proceeds

The term **Proceeds** shall include all pecuniary advantages, in particular all financial gains (including interest) and all property gains which the Claimant receives as a result of the court's or any other official judgment, a court approved or out-of-court settlement or an admission by the Opponent.

Proceeds shall include claims or causes of action for the Claimant's benefit which arise from the successful determination of the Claims, such as a costs order against the Opponent or the right to make a claim against the Claimant's insurer. Proceeds shall also include a financial gain which is the result of being released from a claim against the Claimant or the expiry of a claim against the Claimant.

Where the Claims are not monetary claims, a monetary value shall be attributed to the Claims. For claims for injunctive or declarative relief, the

Proceeds shall be determined by reference to the value of the Claims set by the court. In the event of a partial judgment in favour of the Claimant or a settlement, the attributed value of the Claims shall reflect the extent to which the Claims were successful.

Each party shall be responsible for the taxation of its share of the Proceeds. Tax liabilities shall not be relevant for the purpose of calculating and distributing the Proceeds.

(c) Date on which Proceeds are to be paid

ROLAND is entitled to be paid its share of the Proceeds as soon as the Proceeds are paid to or are in the control of the Claimant or its agent. Where the Proceeds include a release from a liability, payment to ROLAND is due as soon as the release is effective and in any other case payment is due as soon as the pecuniary advantage is received by the Claimant.

(d) Claimant's duty to provide information

The Claimant is obliged to provide information to ROLAND, whether requested by ROLAND or not, confirming the receipt, the nature and the value of any Proceeds, including any pecuniary advantage obtained as a result of the successful Claims funded by ROLAND.

The Claimant is further obliged to allow a lawyer, tax consultant or auditor access to all documents which may include information regarding the question of the receipt, the nature and the value of any Proceeds.

(e) Proceeds of third parties

ROLAND is entitled to include in the calculation of the Proceeds such proceeds as are paid to any person within Claimant's control or which is associated to the Claimant's company within the meaning of company legislation or which is otherwise associated with the Claimant.

(f) No right of set off

The Claimant shall only be entitled to set off claims against or apply rights of retention to the Proceeds to the extent that such claims or rights arise from this agreement or such claims are not in dispute or such claims are set out in an enforceable order.

(g) Payment of Proceeds to Claimant

Payment of the Proceeds shall be made into the Claimant's lawyer's client account and shall remain as monies held on account until the distribution of the Proceeds has been calculated and approved by both parties. The Claimant shall require all Proceeds to be paid directly to its lawyer.

6. Assignment of Claims to ROLAND as security

The Claimant shall assign all Claims, rights to claim costs and all subsidiary rights to ROLAND by way of security. The details of such assignment are set out in Annex 1 of this agreement.

The Claimant shall, if so required by ROLAND, execute a deed or other notarised document which gives effect to such assignment.

ROLAND shall re-assign the assigned rights once it has no further interest or reason to require a security. The Claimant may at any time require the re-assignment of any assigned rights in return for a bank guarantee on first demand from one of the large German banks.

The Claimant makes no warranty as to the validity or the value of any Claims assigned to ROLAND. However, the requirement for full and accurate disclosure by the Claimant about the Claims as set out in clause 2 shall apply.

7. Declaration of trust regarding assigned Claims

(a) Claimant to hold assigned Claims on trust

The fact of assignment of the Claims shall not be disclosed openly. The Claimant therefore holds any assigned Claims on trust for ROLAND. So long as the trust is not disclosed, the Claimant shall conduct the pursuance of the Claims in a way which exclusively requires payment directly to the Claimant's lawyer.

(b) Trust and enforcement against security

In the event that ROLAND provides a security or causes a security to be provided for the purposes of enforcing a judgment, all Proceeds shall be paid to ROLAND directly and shall remain in ROLAND's control until such time as the security is released or returned. The Claimant shall conduct the pursuance of the Claims in a way which requires payment directly to the Claimant's lawyer.

(c) Trust and payment

The Claimant shall in all cases irrevocably instruct its lawyer to pay to ROLAND from the monies the lawyer holds on account ROLAND's share of the Proceeds without delay.

(d) Termination of Trust

ROLAND is entitled at any time and at its sole discretion to disclose the assignment and terminate the trust. ROLAND shall inform the Claimant of such termination in writing without delay.

In the event of such termination, the Claimant shall on first demand by ROLAND and without delay carry out all and any necessary acts which are required to complete or formalise the assignment of the Claims to ROLAND.

In the event that ROLAND pursues the Claims following termination of the trust, ROLAND shall without delay pay the Proceeds after deduction of ROLAND's share to the Claimant. Where the calculation of ROLAND's share is not finalised, ROLAND may retain a reasonable amount of the Proceeds.

This applies particularly where judgment is not yet enforceable or is subject to an appeal or review.

8. Termination by ROLAND

(a) ROLAND's right to terminate

ROLAND has taken on the legal costs risks as it is represented to ROLAND at the time of entering into this agreement. In the event that new circumstances come to light or are brought to ROLAND's attention for the first time, and as a result of such circumstances the prospect of success are lower than at the time of entering into this agreement, ROLAND shall be entitled to terminate this agreement without notice and to cease any further funding of the litigation. ROLAND shall further be entitled to terminate part of this agreement as a consequence of which ROLAND shall continue to fund only part of the Claims.

ROLAND's right to terminate arises in the following non-exhaustive list of circumstances:

- Decision of a court or official body which rejects the Claims either in part or in whole;
- New jurisprudence at appeal court level which has a negative impact on the likely outcome of the Claims;
- Deterioration or loss of evidence;
- Impecuniosity of Opponent;
- Direction of the court under paragraph 130 of the German civil procedure rules (ZPO) which contains indications which lower the prospects of success.

In any event, ROLAND shall be entitled to terminate this agreement in whole or in part at the conclusion of proceedings at each instance and to cease funding from that point onwards.

(b) Consequences of termination by ROLAND

In the event of termination of this agreement by ROLAND, ROLAND shall pay the costs incurred to the date of termination and which apply to discontinue the Claims or part of the Claims immediately and most cost-effectively.

The Claimant shall be entitled to continue with the proceedings to pursue the Claims at its own costs. In the event that the Claimant succeeds, the Claimant shall reimburse ROLAND only for actual costs incurred by ROLAND. ROLAND shall not be entitled to a share of the Proceeds.

ROLAND shall release or return such securities as have been provided to ROLAND once ROLAND has no further interest in or reason to require a security.

9. Settlement proposals by court or Opponent

(a) Attempt to agree settlement proposal

The parties shall attempt to reach agreement over whether to accept a settlement proposed by the court or by the Opponent.

(b) Right to terminate for failure to agree settlement proposal

In the event that a settlement proposed by the court or by the Opponent is not accepted because one party refuses to agree, the other party shall be entitled to terminate this agreement.

The party refusing agreement shall then pay to the terminating party the amount which the terminating party would have been entitled to under clause 5 in the event that settlement had been reached. Payment is due immediately.

(c) Right to continue proceedings following termination

Following termination of this agreement, the non-terminating party at its own risk and for its sole benefit may continue the proceedings without the participation of the terminating party.

ROLAND shall be entitled to require the Claimant to continue proceedings if ROLAND does not wish to continue proceedings in its own name and if ROLAND does not wish to disclose the fact that the proceedings are being funded. In this case, ROLAND will indemnify the Claimant for all legal costs associated with the proceedings and the Proceeds shall be paid in full to ROLAND.

(d) Continuation of proceedings by ROLAND

In the event that ROLAND continues the proceedings following termination of this agreement by the Claimant, the Claimant shall fully support the conduct proceedings free of charge to ROLAND.

In particular, the Claimant agrees that the Claimant's lawyer may continue to represent ROLAND and may make use of all documentation given to the lawyer which is reasonably required to conduct the proceedings.

The Claims and all associated rights to recover costs shall finally and comprehensively vest in ROLAND by virtue of a payment made in accordance with clause 9 b).

10. Termination by Claimant

The Claimant shall only be entitled to terminate this agreement for good cause.

The parties agree that improved prospects of success in relation to the Claims or an improvement in the Claimant's financial standing are not good causes.

Death of the Claimant shall not result in a termination of this agreement. All rights and obligations under this agreement shall pass to the Claimant's personal representatives.

11. Confidentiality

The parties shall keep the fact and the content of this agreement confidential.

Where disclosure of the agreement is deemed to be useful, the parties shall use their reasonable endeavours to reach agreement as to this fact. If the parties fail to reach such agreement, the duty of confidentiality shall continue.

ROLAND's right to disclose the assignment of the Claims in accordance with paragraph 7 d) shall not be affected by this clause 11.

12. Transfer of data by ROLAND to third parties

1. It may be appropriate for ROLAND to enter into risk sharing agreements with third parties in order to spread its risk.

ROLAND shall be entitled to pass on data to third parties in relation both to anticipated and existing funding arrangements.

2. Reference is made here to Clause 4 a) paragraph 2.

13. Dispute Resolution

In the event of disagreement arising during the negotiation, execution or performance of this agreement, the parties shall first attempt to find an amicable solution.

If the parties are unable to find an amicable solution within 30 days of a request to find an amicable solution, the parties agree to submit to a mediation. The same shall apply where attempts to find an amicable solution have not been made within 14 days of a request to find an amicable solution. The parties shall agree the appointment of a mediator. Where no agreement as to the identity of the mediator can be reached, the Chamber of Commerce in Cologne (IHK) shall appoint a mediator. This appointment shall be binding on the parties. Each party shall bear its own costs of the mediation and the parties shall bear the cost of the mediator in equal shares. Where the parties are unable to reach settlement at the end of the mediation, the parties shall be entitled to commence legal proceedings. The mediator shall confirm that the mediation has concluded. The parties are not precluded by this clause to apply for any necessary injunctive or urgent relief from the courts.

14. Miscellaneous

(a) Written agreement

This agreement constitutes the **entire agreement** between the parties and supersedes and extinguishes any oral agreements. Variations or amendments to this agreement must be in writing.

(b) Severability

If any provision of this agreement is found to be void or unenforceable or a provision is missing from this agreement, the remaining provisions of this agreement shall continue in full force and effect.

The parties shall use their respective reasonable endeavours to procure that any void or unenforceable provision is replaced by a provision which is valid and enforceable, and which gives represents as closely as possible the parties' commercial interests so that the parties' original legal and commercial objectives are reflected to the fullest possible extent. The same applies in the event of a missing provision.

(c) Applicable law

German law applies.

(d) **Incorporated documents**

The Annexes to this agreement are incorporated.

(e) **Language**

In the event of a conflict between the English and German versions of this agreement, the German version at Annex 2 shall prevail.

Date, Location

Köln,

Date, Location

Claimant

ROLAND ProzessFinanz AG

DRAFT

Assignment and Power of Attorney

Between

Mr/Mrs/Company

[...]

“Claimant”

and

ROLAND ProzessFinanz AG
Deutz-Kalker Straße 46
50679 Köln

“ROLAND”

1. The Claimant asserts it is entitled to pursue the following Claims:

[description of Claims to reflect description in Litigation Funding Agreement and definition of Opponent]

...

The Claimant hereby assigns to ROLAND:

- All Claims
- All Proceeds of the funded Claims (see clause 5 b of the Litigation Funding Agreement)
- All rights to recover costs in relation to legal proceedings and steps taken outside of legal proceedings to pursue the Claims

2. As part of the assignment, the Claimant assigns all rights of security and all other ancillary rights. To the extent that the Claims are not vested directly in the Claimant but are vested in a person which is within the Claimant's control or associated to the Claimant's company or otherwise associated with the Claimant, the Claimant shall procure that such third parties assign their rights to ROLAND and the Claimant shall stand security for such third parties.
3. As a further part of the assignment, the Claimant assigns all rights which are associated with the Proceeds as defined in clause 5 b) of the Litigation Funding Agreement. In particular, those rights include all demands and proprietary rights which arise in connection with the Claims or from rights which arise out of a settlement of the Claims.
4. ROLAND accepts the assignments and transfers.

5. The Claimant hereby irrevocably authorises ROLAND:

a) in the matter of

_____. / . _____.

to request and view official and/or court documents and to take copies thereof or cause copies thereof to be taken.

b) to request and to obtain all information and advice from the Claimant's lawyer.

For this purpose and as concerns ROLAND, the Claimant releases its lawyer from its lawyer's duty of confidentiality.

Date, Location

Köln,

Date, Location

Claimant

ROLAND ProzessFinanz AG

[German language agreement]

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LITIGATION FUNDING AGREEMENT

Summary of Terms

This document is non-binding and for information only. The full terms and conditions of the Litigation Funding Agreement are set out in a separate document which is available on our website www.roland-prozessfinanz.de.

| | |
|-------------------------------|---|
| Parties | Claimant and ROLAND ProzessFinanz AG. |
| Purpose | The Claimant does not wish to bear the litigation risk in pursuing its Claims against the Opponent. ROLAND will advance the costs so that the Claimant can pursue the Claims. ROLAND bears the adverse costs risk. |
| Claimant's main duties | <ul style="list-style-type: none"> ▪ provide a true, accurate and complete representation of the circumstances giving rise to the Claims. ▪ appoint and instruct its own lawyer. ▪ support and conduct proceedings cost effectively. ▪ obtain ROLAND's consent before incurring costs, disposing of Claims or discontinuing Claims. ▪ enforce judgment obtained at ROLAND's direction. ▪ report progress to ROLAND and allow ROLAND access to information from lawyer or third parties. ▪ allow ROLAND to attend at negotiations, mediation and arbitration proceedings (as applicable). ▪ provide information on any Proceeds received. |
| ROLAND's main duties | <ul style="list-style-type: none"> ▪ Free review of Claims. ▪ Funding for litigation and arbitration: ROLAND will fund the litigation, including the cost of legal advice and representation and court fees (in accordance with RVG and GKG tariffs), and will bear costs payable to the Opponent if the Claims are unsuccessful. ROLAND may pay an additional fee to the Claimant's lawyer of up to 1.0 RVG ("ProFi fee"), subject to further terms. ▪ Funding for mediation: ROLAND will fund mediation in principle, subject to separately negotiated terms. ▪ Funding for overseas litigation: ROLAND will fund overseas litigation in principle, subject to separately negotiated terms. ▪ Funding for enforcement of a judgment: ROLAND fund enforcement of a judgment where ROLAND deems it appropriate. ROLAND will also consider providing security required for enforcement of a judgment to be carried out. ▪ Main exclusions: Claimant's travel costs, certain bank charges, cost of a lawyer acting as agent, costs of a counterclaim. |
| Proceeds | <p>The term Proceeds includes:</p> <ul style="list-style-type: none"> ▪ all sums awarded in a judgment, settlement or admission by the Opponent, including damages and interest. ▪ any other benefits the Claimant obtains, e.g. costs order against the Opponent, right to make a claim against an insurer, being released from a claim. |

| | |
|---------------------------------|---|
| Distribution of Proceeds | <p>The Proceeds will be distributed in the following order:</p> <ol style="list-style-type: none"> 1. <u>To ROLAND</u>: All costs incurred or yet to be incurred by ROLAND, including the ProFi fee and own disbursements. 2. <u>To Claimant</u>: Any relevant costs (if any) paid by the Claimant as agreed by ROLAND. 3. <u>To ROLAND</u>: 30% of any sum under EURO €500,000 and 20% there above (or 20% where the Claims are resolved before commencing legal proceedings or by mediation), or such other proportions as the Claimant and ROLAND may negotiate. |
| Assignment and Trust | <p>ROLAND requires assignment of the Claims to itself by way of security. The assigned Claims are held on trust so that the fact of the funding agreement need not be disclosed.</p> |
| Termination | <p>ROLAND may terminate without notice and cease funding for example if:</p> <ul style="list-style-type: none"> ▪ new circumstances come to light or the Claimant withheld information which change the prospects of success ▪ a court or official body rejects the Claims either in part or in whole ▪ New jurisprudence at appeal court level has a negative impact on the likely outcome of the Claims ▪ there is a deterioration or loss of evidence ▪ Opponent becomes impecunious ▪ a court direction under paragraph 130 German civil procedure rules (ZPO) lowers the prospects of success ▪ at the conclusion of proceedings at each instance <p>Claimant may terminate for exceptional reasons only.</p> |
| Settlement | <p>Where a settlement is proposed, the parties shall endeavour to agree whether to accept it. If this is not possible, the agreement may be terminated and one party may continue the litigation on its own.</p> |
| Confidentiality | <p>The funding agreement is confidential and can only be disclosed in certain circumstances.</p> |
| Dispute Resolution | <p>Disputes between the parties shall be resolved by attempting to find an amicable settlement first, and then submit to mediation before commencing legal action against the other.</p> |
| Applicable law | <p>German law.</p> |
| Language | <p>In the event of a conflict between the English and German versions of this agreement, the German version shall prevail.</p> |