EXECUTION VERSION

Date 20 July 2026

PROFESSOR BARRY RODGER
as Class Representative

BENCH WALK GUERNSEY PCC LIMITED CONTRACTING ON BEHALF OF THE GPS UK FUNDING CELL
as Funder

AMENDMENT AGREEMENT

relating to a litigation funding agreement originally dated 6 December 2023, as amended by an amendment letter dated 12 March 2025, as amended and restated pursuant to an amendment agreement dated 15 December 2025, and as amended by an amendment letter dated 17 December 2025

DATE 20 July 2026

PARTIES

1 **PROFESSOR BARRY RODGER**, of [redacted], in his capacity as class representative in the Claim (the "**Class Representative**"); and

2 **BENCH WALK GUERNSEY PCC LIMITED CONTRACTING ON BEHALF OF THE GPS UK FUNDING CELL** (the "**Funder**").

BACKGROUND

A This Amendment Agreement is supplemental to the litigation funding agreement between the Class Representative and the Funder originally dated 6 December 2023, as amended by an amendment letter dated 12 March 2025, as amended and restated pursuant to an amendment agreement dated 15 December 2025, and as amended by an amendment letter dated 17 December 2025 (the "**LFA**").

B The parties have agreed that the LFA will be amended as set out in this Amendment Agreement.

C The Class Representative has taken legal advice and is of the view, after carefully considering that advice, that it is in the best interests of the Class Members for the Class Representative to enter into this Amendment Agreement to allow the Claim to continue to be progressed.

AGREEMENT

1 Interpretation

Unless the contrary intention appears in this Amendment Agreement, words and expressions defined in the LFA have the same meaning when used in this Amendment Agreement (including the recitals).

2 Conditions precedent

Clause 3 (*Amendment and restatement*) shall take effect on and from the date (the "**Effective Date**") on which the Funder has received a copy of this Amendment Agreement signed by the Class Representative.

3 Amendment and restatement

On the Effective Date, the LFA shall be amended so that it will on and from that date be in effect in the form set out in schedule 1 (*Form of amended LFA*).

4 Representations and warranties

The Class Representative makes to the Funder the representations and warranties set out in clause 6.1 of the LFA:

4.1 on the date of this Amendment Agreement, by reference to the facts and circumstances existing on that date; and

4.2 on the Effective Date, by reference to the facts and circumstances existing on that date.

5 Continuing effect

5.1 The LFA will remain in full force and effect subject to the amendments made by this Amendment Agreement.

5.2 References in the LFA or any Transaction Document to the "LFA", the "Funding Agreement", "this agreement", "hereof", "hereunder" and expressions of similar import shall, on and from the Effective Date, be deemed to be references to the LFA as amended by this Amendment Agreement.

6 Miscellaneous

This Amendment Agreement is designated as a Transaction Document.

7 Counterparts

This Amendment Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Amendment Agreement.

8 Governing law

This Amendment Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

9 Jurisdiction

The provisions of clause 15.2 of the LFA shall apply to this Amendment Agreement as if set out in this Amendment Agreement, but as if references in that clause to "this Agreement" were references to this Amendment Agreement.

This Amendment Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Form of amended LFA

Originally dated 6 December 2023, as amended by an amendment letter dated 12 March 2025, as amended and restated pursuant to an amendment agreement dated 15 December 2025, as amended by an amendment letter dated 17 December 2025 and as amended and restated pursuant to the 2026 Amendment Agreement on the 2026 Effective Date

Litigation Funding Agreement

(1) BENCH WALK GUERNSEY PCC LIMITED CONTRACTING ON BEHALF OF THE GPS UK FUNDING CELL

(2) PROFESSOR BARRY RODGER

THIS LITIGATION FUNDING AGREEMENT is originally dated 6 December 2023, as amended by an amendment letter dated 12 March 2025, as amended and restated pursuant to an amendment agreement dated 15 December 2025, as amended by an amendment letter dated 17 December 2025 and as amended and restated pursuant to the 2026 Amendment Agreement on the 2026 Effective Date (this **Agreement**)

BETWEEN:

Professor Barry Rodger, of [redacted] in his capacity as putative and/or actual class representative in the Claim (**Class Representative**); and

Bench Walk Guernsey PCC Limited contracting on behalf of the GPS UK Funding Cell (the **Funder**),

together the "**Parties**".

INTRODUCTION

A. The Class Representative has taken legal advice as to the available options for funding the Claim and meeting any liability for adverse costs, and the cost, advantages and disadvantages of each.

B. The Class Representative is of the view, after carefully considering that advice, that it is in the best interests of the Class Members to enter into this Agreement and progress the Claim.

C. The Funder has agreed to provide litigation funding on the terms of this Agreement and the Class Representative has agreed to make certain payments to the Funder.

D. It is the intention of the Parties that any liability which the Class Representative incurs for adverse costs will be met by a direct indemnity from the Funder and that any liability on the part of the Class Representative to the Funder for the Total Fee will be limited to the sum total of the amounts which the CAT approves to be paid to the Class Representative in respect of the Total Fee whether pursuant to Rule 93(4) of the CAT Rules or otherwise.

E. This Agreement is not intended to be a damages-based agreement.

1. Interpretation

1.1 The defined terms in Annex 1 apply to this Agreement.

1.2 If any provision of the Key Terms conflicts with any other provision of this Agreement, the Key Terms will prevail.

1.3 Any reference to "the date of this Agreement", "signing this Agreement" or "signing date" is to 6 December 2023.

2. Funding

2.1 On each Payment Request Date, the Solicitor may issue to the Funder a Payment Request in respect of Claim Costs not previously included in a Payment Request.

2.2 Subject to clauses 2.3 below, provided that all of the Conditions Precedent are satisfied as of the relevant Payment Request Date and the relevant date for payment, the Funder will pay to the Payment Account the amount stipulated in the Payment Request within 20 Business Days of receipt.

2.3 If the Funder believes that any of the Claim Costs stipulated in a Payment Request have not been reasonably incurred the Funder may decline to fund the disputed amount for a further 10 Business Days. During that period the Funder must instruct an independent, appropriately-qualified third party to determine whether the relevant amount was reasonably incurred. The Class Representative will cooperate with, and will be entitled to make representations to, the reviewing third party. The decision of that third party will be binding on both parties and its costs will be paid by the Funder and treated as Transaction Costs.

3. Proceeds

3.1 The Funder is entitled to receive the Total Fee in accordance with the Waterfall and the terms of this Agreement.

3.2 Subject to the terms of any order or direction of the Tribunal, on each occasion, if any, on which Proceeds are received by the Solicitor, the Class Representative or any connected party, the Class Representative will procure that a portion of those Proceeds be applied in accordance with the Waterfall to pay fees to the Solicitor, to Counsel and to the adverse costs insurer and to pay to the Funder the Total Fee.

3.3 If any amount is not paid when due to the Funder, interest will accrue on that amount at the Funder's cost of borrowing to fund the relevant shortfall for the relevant period as determined by the Funder and that amount of interest shall be added to the Capital Outlay.

3.4 From and including the date falling 3 months after the Success Date, any unpaid portion of the Capital Outlay or the Profit Share shall attract interest at a rate of 15% per annum until paid in full, which will be calculated and added to the Profit Share at the end of each month.

4. Additional Funding

4.1 If funding is likely to be required in connection with the Claim in excess of the Budget (including, without limitation, if there is likely to be an appeal):

(a) the Class Representative shall notify the Funder promptly; and

(b) the Funder may, within 10 Business Days, give written notice that it will provide additional funding to meet those additional costs and the terms on which it proposes to provide that additional funding; and

(c) if the Class Representative confirms within 10 Business Days of receipt of the Funder's proposal that the terms are acceptable, then this Agreement will be deemed to be amended to incorporate the terms of the Funder's proposal.

4.2 If the terms proposed by the Funder under clause 4.1(b) are materially worse for the Class Representative or the Solicitor than the terms of this Agreement prior to that proposed amendment, the Class Representative will be entitled to seek offers from third parties to provide the additional funding on better terms than those offered by the Funder and, if such terms are available, the Funder shall cooperate reasonably with the Class Representative and the Solicitor to secure that additional funding. The Funder shall not be required to consent to any subordination or other material worsening of its rights under this Agreement, the Priorities Agreement or any other Transaction Document.

5. Adverse Costs

5.1 The Funder agrees:

(a) to pay any adverse costs liability of the Class Representative in the Claim on demand and without limit as to the amount but only to the extent not otherwise covered by adverse costs insurance policies taken out by the Class Representative; and

(b) if an application or order for security for costs is made against either Party (excluding any application or order made after first instance trial), the Funder shall (to the extent paragraph (a) above is applicable), in consultation with the Solicitor, take reasonable steps to post security in compliance with that order and the Class Representative will provide, and will procure that the Solicitor provide, such assistance as the Funder may reasonably require.

5.2 The Class Representative will:

(a) take reasonable steps to comply with the terms of any adverse costs insurance coverage and/or anti avoidance endorsement or similar (to the extent that those terms relate to the conduct of the Class Representative) that has been procured in relation to the Claims; and

(b) insofar as it is within its control, conduct the Claim so as to minimise the quantum of any adverse costs and the likelihood of the Class Representative, the Funder or any Insurer being liable to pay adverse costs, including instructing the Solicitors to take reasonable and appropriate steps to exchange costs information with the defendants;

5.3 If the expected recoverable adverse costs to conclusion of first instance trial (as determined by the Funder, acting reasonably and in consultation with the Solicitor), are expected to exceed the aggregate amount of insurance cover taken by the Funder or taken by the Class Representative under a prior application of this clause (excluding any insurance cover to the extent subject to a material risk of non-payment by the relevant insurer (as determined by the Funder, acting reasonably)) then the Funder may itself (or may require the Class Representative to), as a condition precedent to the Class Representative claiming any payment under the indemnity for adverse costs, purchase additional coverage in respect of the relevant shortfall provided that the Funder agrees that the upfront premium in respect of any such additional coverage may be added to the Budget (or funded from any contingency provided for in the Budget) and funded by the Funder under this Agreement.

6. Representations and Warranties

6.1 The Class Representative represents and warrants on a continuing basis that:

(a) he has the capacity to execute, deliver and perform his obligations under this Agreement and he has the standing and has obtained all necessary authorities and consents to pursue the Claim and to execute and perform his obligations under this Agreement and the Transaction Documents;

(b) he has taken such legal and other advice on the terms of the Transaction Documents as he deems necessary and he believes the Transaction Documents are in his best interests and of significant value and he has not relied on the Funder or any of the Funder's affiliates or representatives in deciding whether or not to enter this Agreement or any Transaction Document or in deciding whether or not to take any action in respect of the Claim; and

(c) no Class Representative Default has occurred or is reasonably expected to occur.

6.2 The Funder represents and warrants on a continuing basis that:

(a) it is duly organised, validly existing and in good standing under the laws of its jurisdiction of incorporation;

(b) it has the power and has obtained all necessary authority and consents to execute and perform its obligations under this Agreement; and

(c) no Funder Default has occurred or is reasonably expected to occur.

7. Covenants

7.1 The Class Representative covenants that he will:

(a) subject to clause 4 (Additional Funding) and clause 11 (Funder Default), not take funding against or sell any share of his or the class' interest in the Claim or take any similar or analogous action in respect of his or the class' interest in the Claim or the Proceeds without the prior written consent of the Funder, in its sole discretion;

(b) on closing provide the Solicitor Instructions to the Solicitor and procure that the Solicitor provide to the Funder the Solicitor's Confirmation;

(c) procure that the Solicitor provide to the Funder the Regular Report within 5 Business Days of the end of each calendar month (or on such other reporting date as the Parties may agree);

(d) promptly inform the Funder of any significant developments in the Claim;

(e) take and follow the legal advice of the Solicitor in respect of the Claim and provide the Solicitor with such information and support as it may require;

(f) subject to any order or direction of the Tribunal to the contrary, procure that all Proceeds in the form of cash be paid to a Ringfenced Account and hold, or procure that the Solicitor hold, a portion of the Proceeds equal to the Total Fee (whether or not in cash) on trust for the Funder until all amounts due under the Waterfall have been paid in full;

(g) comply, and direct the Solicitor to comply, with the CAT Rules and all orders of the Tribunal;

(h) not, without the prior written consent of the Funder, institute or join any legal proceedings that arise out of substantially the same facts as the Claim or that may otherwise materially impact any part of the Claim;

(i) not amend any material term of the Solicitor's retainer or other fee agreement or any other material document relating to the Claim without the prior written consent of the Funder, in its absolute discretion;

(j) act fairly and adequately in the best interests of the members of the Class Members at all times;

(k) immediately make the Solicitor and the Funder aware of any issue which may compromise the Class Representative's obligations to the Class Members, in accordance with the CAT Rules;

(l) use all reasonable endeavours, in accordance with the terms of this Agreement, to achieve the recovery of claim proceeds as soon as reasonably possible and in the best interest of the members of the Class Members;

(m) not seek any order or ruling from the Tribunal that would adversely affect the Funder's rights under this Agreement;

(n) in the event of an award of damages by the CAT, irrevocably instruct the Solicitor to procure, and to use his best endeavours to assist the Solicitor in procuring, an order from the CAT directing that a portion of damages be paid to the Class Representative pursuant to Rule 93(4) of the CAT Rules such that the Total Fee can be paid in full;

(o) in the event of a settlement subject to approval by the CAT under Rule 94 or Rule 97 of the CAT Rules, irrevocably instruct the Solicitor to procure, and to use his best endeavours to assist the Solicitor in procuring, a collective settlement approval order from the CAT directing that an amount be paid to the Class Representative in respect of the costs, fees and disbursements incurred by the Class Representative in connection with the collective proceedings which is sufficient for the Total Fee to be paid in full; and

(p) not use the line item for "Indemnity" in the Budget other than for payments in accordance with the terms of the indemnity established between Epic, the Class Representative and Ms Coll pursuant to the CAT's Orders of 24 March 2025 and 16 May 2025 and the Class Representative shall be required to give Ms Coll (i) 20 days' prior written notice of any future amendment to the Budget that has an adverse impact on the indemnity and (ii) 2 Business Days' written notice following the service of any notice of Material Adverse Change, Class Representative Default or Funder Default.

7.2 The Funder covenants that it will:

(a) not take any steps that could reasonably be expected to cause the Solicitor, or any other representative of the Class Representative in the Claim, to act in breach of its professional duties;

(b) not seek to influence the Solicitor, or any other representative of the Class Representative in the Claim, to cede control or conduct of the Claim to the Funder; and

(c) maintain at all times access to financial resources adequate to meet its obligations under this Agreement.

7.3 The Funder and the Class Representative covenant that if either the Funder or the Class Representative reasonably determines that the Tribunal is unlikely to grant a CPO due to the terms, in whole or in material part, of one or more terms of this Agreement or any related agreement, the Funder and the Class Representative will negotiate in good faith and in a commercially reasonable manner to amend the relevant terms in such a way as they reasonably determine will make it more likely that the Tribunal will grant the relevant CPO.

7.4 The total liability of the Class Representative for the Total Fee shall not exceed the sum total of amounts which the CAT approves to be paid to the Class Representative for this purpose.

7.5 Settlement

(a) The Class Representative shall be entitled to make, accept or reject an offer of partial or full settlement in the Claim, or discontinue, or withdraw from the Claim, or make any material concession in the Claim, whether through the Solicitors or Counsel or otherwise, but shall not do so without:

(i) providing the Funder with 10 Business Days' prior notification of the intention to take such a step;

(ii) having received advice from the Solicitor or Counsel that it is reasonable to take such a step; and

(iii) providing a copy, or summary, of such advice to the Funder.

(b) The Class Representative agrees that if he is advised by the Solicitor and/or Counsel to settle or discontinue, or make any material concession in respect of, the Claim or any part of it, he shall keep the Funder informed and shall provide the Funder with a copy of any written advice.

(c) Where the Class Representative receives advice from the Solicitor or Counsel that it is reasonable to make, reject or accept an offer of partial or full settlement of the Claim, but unreasonably fails to follow that advice, such failure shall be treated as a material breach of this Agreement by the Class Representative. For the avoidance of doubt, a breach of this clause is a Class Representative Default and therefore subject to the Dispute Resolution Procedure.

(d) Where, with the support of reasonable legal advice from the Solicitor or Counsel, the Class Representative withdraws from the Claim (and is not replaced by another class representative, in accordance with Clause 12.3), abandons the Claim, and/or the Claim is discontinued whether following withdrawal or otherwise, the Funder will meet its obligations under Clause 2 in respect of Claim Costs up to and including the date of the defendant's agreeing to (or the Tribunal's permitting) such withdrawal or discontinuance, whereupon this Agreement shall terminate, save that the Funder shall pay the Class Representative's reasonable costs of bringing the Claim to an orderly close and enter into good faith discussions with the Class Representative in respect of any further anticipated costs.

(e) The Funder shall be notified by the Class Representative as soon as reasonably practicable of any meetings relating to settlement or discontinuance with the defendants or any other party to the Claim.

8. Confidentiality and Privilege

8.1 Each Party agrees to keep the Confidential Information confidential except that a party may disclose Confidential Information where that party is under a legal or regulatory obligation to do so, but only to the extent of that legal or regulatory obligation and only after notifying the other party of the fact of that disclosure.

8.2. Any privileged information disclosed to the Funder is disclosed on the basis that the Funder has, or will have, a common interest in the pursuit and success of the Claim and for the dominant purpose of litigating the Claim and the Funder will use reasonable endeavours to preserve that privilege.

8.3 The Funder may disclose Confidential Information to its manager, professional advisors, service providers, auditors, insurers and actual or potential co-investors or hedge providers, in each case provided that those parties are bound by obligations to maintain privilege and preserve the confidentiality of those documents substantially on the same terms as the Funder.

9. Replacement Solicitor

9.1 If the Class Representative elects to instruct an additional or replacement solicitor (a) the Class Representative must obtain the Funder's prior written consent to such instruction, not to be unreasonably withheld or delayed, and (b) the Class Representative must provide a new set of Solicitor Instructions to that proposed new Solicitor and procure that the new Solicitor provide a new Solicitor's Confirmation to the Funder and adhere to the terms of the Waterfall in a form reasonably required by the Funder.

9.2 If a Solicitor Default has occurred, the Funder shall be entitled by giving notice to the Class Representative and the Solicitor to require the Solicitor to novate or otherwise transfer or sub-contract any or all of its obligations under the Transaction Documents (or any related documents) to such third party law firm that the Class Representative may choose and the Class Representative shall take all such actions to enable such transfer to take effect as soon as reasonably practicable and in accordance with the provisions of Clause 9.1 above.

10 Material Adverse Change, Class Representative Default

10.1 If the Funder determines that a Material Adverse Change or a Class Representative Default has occurred the Funder may give written notice to the Class Representative exercising the rights under this clause. Following notice under this clause any outstanding Payment Request will be deemed immediately withdrawn and, unless any dispute as to the occurrence of a Material Adverse Change or a Class Representative Default is resolved in the Class Representative's favour in accordance with the Dispute Resolution Procedure, no further Payment Requests may be delivered.

10.2 If a Material Adverse Change has been properly notified and the Dispute Resolution Procedure has not been invoked or has been settled in favour of the Funder:

(a) the Class Representative will (and will procure that the Solicitor will) immediately return to the Funder any money disbursed by the Funder under this Agreement that has not already applied to pay Claim Costs;

(b) the Funder will be released from all further obligations to make payments under clause 2 (Funding) above;

(c) the Funder's liability to pay adverse costs (or to post security) under clause 5.1 will terminate in respect of any portion of adverse costs that relate to the period after the Termination Date;

(d) if the Funder has posted security for costs the Class Representative will take reasonable steps to secure orders to reimburse the Funder in respect of any portion of posted security that relates to potential adverse costs liability in respect of the period after the Termination Date as determined by the Funder;

(e) the Funder's rights to recover the Total Fee under the Waterfall will remain unchanged; and

(f) the Funder shall cooperate reasonably with the Class Representative and the Solicitor to secure any additional or replacement funding provided that the Funder shall not be required to consent to any subordination or material worsening of its rights (including the worsening (in any respect) of any security granted to the Funder) under the Transaction Documents.

10.3 Notification of a Material Adverse Change will not preclude the Funder from delivering notice of a Class Representative Default at any later time, including after conclusion of the Claim, and a Class Representative Default notice will supersede any Material Adverse Change notice.

10.4 If a Class Representative Default has been properly notified and the Dispute Resolution Procedure has not been invoked or has been settled in favour of the Funder:

(a) the Class Representative will (and will procure that the Solicitor will) immediately return to the Funder any money disbursed by the Funder under this Agreement and not already applied to pay Claim Costs;

(b) the Funder will be released from all further obligations to make payments under clause 2 (Funding) above;

(c) the Funder's liability to pay adverse costs (or to post security) under clause 5.1 will terminate in respect of any portion of adverse costs that relate to the period after the Termination Date;

(d) if the Funder has posted security for costs the Class Representative shall take reasonable steps to secure orders to reimburse the Funder for the value of security so posted as determined by the Funder; and

(e) if any Proceeds are subsequently received by the Solicitor, the Class Representative or a connected party the Funder shall remain entitled to receive payment of the Total Fee under the Waterfall.

11. Funder Default

11.1 If the Class Representative determines that a Funder Default has occurred the Class Representative may give written notice to the Funder exercising the rights under this provision. Following notice under this clause any outstanding Payment Request will be deemed immediately withdrawn and, unless any dispute as to the occurrence of a Funder Default is resolved in Funder's favour in accordance with the Dispute Resolution Procedure, no further Payment Requests may be delivered.

11.2 If a Funder Default has been properly notified and the Dispute Resolution Procedure has not been invoked or has been settled in favour of the Class Representative both parties will be released from their obligations to each other under the Transaction Documents other than as follows:

(a) both parties shall be bound by their obligation to maintain confidentiality and privilege as if no Termination Date had occurred;

(b) if any Proceeds are received, the Class Representative shall procure that the Funder be paid all amounts that, but for the termination, would have been due to Funder under the Waterfall; and

(c) the release will be without prejudice to any claims that had arisen prior to the Termination Date or arising as a result of the Funder Default.

12. Transfer

12.1 The Funder may transfer or assign any of its rights and obligations under this Agreement and any related agreement to any person (a) without the consent of the Class Representative if a Class Representative Default has been properly notified or if the transfer is to any affiliate or fund under common management with the Funder and whose creditworthiness is not materially worse than that of the Funder and (b) in all other circumstances with the consent of the Class Representative, not to be unreasonably withheld or delayed. Nothing in this Agreement shall restrict the Funder's ability to enter into sub-participations or similar risk transfer agreements that involve no creation of an ownership or security interest in the Funder's rights under the Transaction Documents. Nothing in this provision will restrict the Funder from purchasing insurance, entering into assignments, sub-participations or other hedging agreements in respect of this Agreement provided that the Funder always remains the party liable for complying with its obligations under this Agreement.

12.2 the Class Representative may not transfer or assign any of its rights or obligations under this Agreement or any related agreement.

12.3 If the Class Representative either:

(a) gives at least 20 Business Days' written notice to the Funder that Class Representative is the unable or unwilling to continue acting as class representative in the Claim; or

(b) is subject to a Class Representative Default,

the Class Representative shall (provided all relevant consents, including of the Tribunal, have been obtained) resign its position as class representative in the Claim as soon as reasonably practicable and all of Class Representative's rights and obligations under this Agreement will be transferred to a replacement class representative agreed by the Solicitor, the Funder and subject to all relevant approvals, including of the Tribunal, and the Class Representative hereby appoints the Funder as its lawful attorney to sign any documents reasonably necessary to effect that transfer.

13. Diligence

The Class Representative will, in the context of and in accordance with the Class Representative's obligation to act in the best interests of the Class Members at all times:

13.1 diligently prosecute the Claim to its conclusion and seek to enforce and recover any judgment or settlement in the Claim, where it is in the best interests of the Class Members to do so; and

13.2 devote sufficient and appropriate time and reasonably available resources to the prosecution of the Claim and the enforcement and recovery of any judgment or settlement in the Claim.

14. Miscellaneous

14.1 The Transaction Documents constitute the entire agreement and understanding between the Parties with respect to all matters referred to herein.

14.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement binding on all Parties. Copies of executed counterparts may be exchanged by email or other electronic transmission, and that exchange will constitute effective delivery by the Parties of their respective executed counterparts.

14.3 If at any time, any provision of a Transaction Document is or becomes illegal, invalid, contrary to public policy or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity, compliance with public policy or enforceability of the remaining provisions nor the legality, validity, compliance with public policy or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired;

14.4 Any illegal, invalid or unenforceable provision in this Agreement shall be severable and all other provisions will remain valid and unaffected.

14.5 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the Parties shall use all reasonable commercial efforts to amend such provision(s) to the satisfaction of the Funder acting in its sole discretion.

14.6 At the date of this Agreement, the Class Representative acknowledges and agrees that this Agreement is not a damages based agreement as prescribed by the Damages Based Agreement Regulations 2013 ("**DBA Regs**").

14.7 If for any reason this Agreement is determined to be a damages based agreement pursuant to the DBA Regs the Class Representative acknowledges that it is nevertheless a valid and enforceable agreement and the Parties shall negotiate in good faith (for a period not exceeding 20 Business Days, being the "**Relevant Period**") to attempt to amend the provisions of the Transaction Documents in such a way that would result in such documents falling outside the ambit of the DBA Regs whilst preserving the Action and preserving the Funder's expected return on investment, in all respects to the satisfaction of the Funder acting in its sole discretion.

14.8 The Class Representative will execute any instruction, notice, registration or other additional document as the Funder may reasonably require from time to time to preserve or enforce its rights under this Agreement.

14.9 To the extent that the Funder receives from the Class Representative any personal information pertaining to any other person, the Funder will comply with its obligations pursuant to the EU General Data Protections Regulation.

14.10 The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights and remedies provided by law.

14.11 Notices shall be made by letter or email at the address of each Party indicated in the Key Terms or at such other address as a Party may notify each other Party by not less than 5 Business Days' notice.

14.12 Payments to the Funder will be made to the account notified by the Funder to the Class Representative in writing from time to time.

14.13 Each determination stipulated to be made by a Party under this Agreement will, unless specified otherwise in the relevant provision, be made by that party in good faith and a commercially reasonable manner.

14.14 Notwithstanding any other provision of this Agreement, if any claim is made by any Party against the Funder in connection with this Agreement, the recourse of that Party shall be limited solely to the assets of the "GPS UK Funding Cell" and the relevant Party shall have no recourse against the non-cellular assets of Bench Walk Guernsey PCC Limited or the assets of other cells of Bench Walk Guernsey PCC Limited.

15. Governing Law and Jurisdiction.

15.1 This Agreement will be governed by and construed in accordance with the Governing Law specified in the Key Terms.

15.2 Any dispute, claim or controversy relating to or arising in connection with this Agreement will be resolved by arbitration under the rules and procedures of the London Court of International Arbitration and,

(i) the tribunal shall comprise one arbitrator by agreement of the parties (or selected by the LCIA if the parties have not agreed a nomination within 10 business days of first notification of the dispute)

(ii) the place and seat of arbitration shall be in London, England;

(iii) the arbitrator shall be a solicitor admitted to practice law in England and Wales;

(iv) all arbitration fees and costs will be paid by the Funder and treated as Transaction Costs;

(v) this clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction; and

(vi) each Party waives, to the extent permitted by applicable law, all objections to (A) the laying of venue of any proceedings brought in accordance with that clause and (B) with respect to itself and its revenues and assets, all immunity on the grounds of sovereignty or other similar grounds that might otherwise apply.

15.3 The Class Representative irrevocably appoints the Solicitor to receive service of process in any proceedings arising in connection with this Agreement. If for any reason the Solicitor is unable to act as such, the Class Representative will promptly notify the Funder and within 10 Business Days appoint a substitute process agent reasonably acceptable to the Funder. Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by applicable law.

ANNEX 1
DEFINITIONS

2026 Amendment Agreement means the amendment agreement dated 20 July 2026 between the Funder and the Class Representative.

2026 Effective Date has the meaning given to the term "Effective Date" under the 2026 Amendment Agreement.

Budget means the budget for anticipated costs of running the Claim annexed to this Agreement at Annex 6, as amended from time to time by agreement between the Parties, which may be withheld in their sole discretion.

Budget Overrun means that the Capital Outlay exceeds the Maximum Outlay after subtracting from the Maximum Outlay all future amounts provided for in the Budget.

Business Days means each day on which commercial banks are open for business in London, New York and any other city specified in the Key Terms.

Capital Outlay means the aggregate of all amounts paid by the Funder under this Agreement plus the Transaction Costs. The Capital Outlay will not reduce, regardless of amounts received by the Funder under the Waterfall.

CAT means the United Kingdom Competition Appeal Tribunal.

CAT Rules means the Competition Appeal Tribunal Rules 2015, S.I. 2015/1648, as amended from time to time.

CFA means the legally binding written agreements between (a) the Solicitor and Class Representative and (b) Counsel and the Solicitor on behalf of the Class Representative, approved in advance in writing by the Funder in respect of the Solicitor and Counsel's engagement and their fees and charges.

Claim means the standalone opt out claim on behalf of UK domiciled app developers which relates to certain alleged anticompetitive practices connected to the Google Play Store brought by the Class Representative in the CAT as prospective class representative.

Claim Costs means legal fees and out of pocket costs incurred in respect of the Claim, including the Class Representative's Remuneration, and in accordance with the Budget.

Class Member means all persons who fall within the definition of the certified class and any sub-classes pursuant to the Claim (with such class definition to be determined by Order of the Court).

Class Representative Default means any of the following in respect of the Class Representative:

(a) an event of "Bankruptcy" of the type defined in the 2002 ISDA Master Agreement, provided that this provision shall not cover any such event that had occurred prior to signing of this Agreement where the Funder signed this Agreement with full knowledge of such event;

(b) the Class Representative or the Solicitor has made a material misrepresentation or is otherwise in material breach of any term of this Agreement or any related agreement and that misrepresentation or other breach is not reasonably capable of remedy or has not been remedied to the reasonable satisfaction of the Funder within 10 Business Days of that party's becoming aware of the breach; or

(c) the Class Representative is the subject of a formal finding by a relevant tribunal of material dishonesty, criminal conduct or corrupt practices.

Class Representative's Remuneration means remuneration for time spent in relation to the Claim at a rate of £250.00 plus VAT per hour, capped at a total of £40,000.00 in any 12 -month period, plus any reasonable out-of-pocket expenses, in accordance with the Budget.

Conditions Precedent means:

(a) no Material Adverse Change has occurred;

(b) no Class Representative Default or other event that, with the giving of notice or the passage of time, would constitute a Class Representative Default, has occurred and is outstanding;

(c) the Transaction Documents and all CFAs remain in full force and effect;

(d) the payment requested in the Payment Request would not, if disbursed in full, result in either a Phase Overrun or a Budget Overrun; and

(e) the provision of any evidence required by the Funder to comply with "know your customer" or similar identification procedures in respect of the Class Representative and/or the Solicitor.

Confidential Information: all information and documents that are received by a Party, in whatever form and that:

(a) relate to the Claims and that are clearly identified as confidential or are by their nature or the circumstances of their receipt generally regarded as confidential;

(b) relate to the existence or terms of the Transaction Documents and/or the negotiations relating to them;

(c) relate to each other Party and/or that Party's affiliates and/or representatives (including, without limitation, information relating to the business, operations, structure, technology and/or finances of each other Party and that Party's affiliates and/or representatives and any intellectual property of each other Party and that Party's affiliates and/or representatives),

but excluding anything that:

(i) is, or becomes, generally available to the public (other than as a result of disclosure by the receiving Party in breach of this Agreement); or

(ii) is, or becomes, available to the receiving Party on a non-confidential basis from any person who to the best of the receiving Party's knowledge after due enquiry, is not bound by a confidentiality agreement with the disclosing Party, or otherwise prohibited from disclosing the information to the receiving Party; or

(iii) was lawfully in the possession of the receiving Party before the information was disclosed to it by the disclosing Party; or

(iv) is developed by or for the receiving Party, independently of the information disclosed to the disclosing Party.

Contingency Amount has the meaning given to that term in clause 2.5.

Counsel means the persons that accede to the Priorities Agreement as Counsel.

CPO means a collective proceedings order made in accordance with Part 5 of the CAT Rules.

Dispute Resolution Procedure means the following procedure which will apply if a Material Adverse Change, a Class Representative Default or a Funder Default is notified by one party (the **Terminating Party**) to the other (the **Non-terminating Party**). Within 5 Business Days of receipt of notice of the relevant event, the Non-terminating Party may give written notice to the Terminating Party that it disputes that the relevant event occurred. If so, the Terminating Party must promptly instruct an independent, appropriately-qualified third party (and unless agreed otherwise by the Non-terminating Party such third party must be a KC that specialises in the relevant area related to such dispute) to determine as soon as reasonably practicable whether the Material Adverse Change, Class Representative Default or Funder Default, as appliable, has occurred. The Parties and the Solicitor will be entitled to make representations to the reviewing third party and the Parties will (and the Class Representative will procure that the Solicitor will) cooperate with that reviewing third party. The decision of that third party will be binding on both Parties and its costs will be paid as that third party determines.

Estimated Adverse Costs means, at any date, an amount, determined by the Funder in consultation with the Solicitor, equal to the realistically recoverable costs that the opponent in the Claim may have incurred up to that date.

Funder Default means either of the following in respect of Funder:

(a) an event of "Bankruptcy" of the type defined in the 2002 ISDA Master Agreement; or

(b) the Funder has made a material misrepresentation or is otherwise in material breach of any term of this Agreement or any related agreement and that misrepresentation or other breach is not reasonably capable of remedy or has not been remedied to the reasonable satisfaction of the Class Representative within 10 Business Days of the Funder's becoming aware of the breach.

Initial Tranche means £16,500,000.

Initial Tranche Capital Outlay means the aggregate of all amounts paid by the Funder under the Initial Tranche pursuant to clause 2, plus Transaction Costs.

Key Terms means the terms set out in the Schedule.

Material Adverse Change means either:

(a) the prospects of success or recovery in the Claim are materially worse than the Funder's assessment of those prospects on or about the signing date; or

(b) amounts reasonably expected to be recovered in the Claim are such that even if the Claim is successful the Funder will no longer earn a commercially viable return under this Agreement,

provided that any determination by the Funder that a Material Adverse Change has occurred must be based on independent legal and/or expert advice provided to the Funder.

Overbudgeted Amounts means (a) for any Phase that is fully concluded, the amount by which the Phase Budget exceeds the Phase Capital Outlay and (b) for any other Phase the amount, if any, by which the Parties and the Solicitor agree, acting reasonably, that a Phase Budget may be reduced (and following that agreement, the Budget will be updated accordingly).

Payment Account has the meaning given in the Key Terms.

Payment Request means a written notice in the form set out in Annex 2 and attaching invoices and such other evidence as the Funder may reasonably request in respect of the requested amounts.

Phase means each phase, if any, into which the Budget is divided.

Phase Budget means, in respect of a Phase, the proportion of the Budget allocated to that Phase.

Phase Capital Outlay means, in respect of a Phase, the aggregate of all amounts paid by the Funder under this Agreement and relating to that Phase as determined by the Funder acting reasonably and with regard to any allocation set out by the Solicitor in each Payment Request.

Phase Overrun means the Phase Capital Outlay exceeds the Phase Budget, except where the amount of that excess is less than 20% (or such other tolerance as the parties may agree for these purposes) and is less than the Overbudgeted Amounts.

Priorities Agreement means the priorities agreement between among others the Funder, Counsel and the Insurer dated on or about the date of this Agreement setting out the allocation of Proceeds.

Proceeds means the total amount of damages and costs paid by the defendants in aggregate in the Claim pursuant to an order of the Tribunal or otherwise.

Regular Report means a report substantially in the form of Annex 3 or such other form as the Funder may reasonably require from time to time.

Ringfenced Account means (a) if the Tribunal directs that Proceeds are to be credited to a specific account, that account and (b) otherwise an account approved by the Funder being a trust account (or similar) whose balance does not form part of the assets of the Solicitor.

Solicitor means the solicitor stipulated in the Key Terms and any replacement or additional solicitor acting for the Class Representative in respect of the Claim.

Solicitor's Confirmation means the form of letter from the Solicitor to the Funder substantially as set out in Annex 5.

Solicitor Default means any of the following in respect of the Solicitor:

(a) an event of "Bankruptcy" of the type defined in the 2002 ISDA Master Agreement; or

(b) the Solicitor, or any of its senior agents or employees, is the subject of a formal finding by a relevant tribunal of material dishonesty, criminal conduct or corrupt practices in connection with the Claim or the events giving rise to it.

Solicitor Instructions means a form of instructions from the Class Representative to the Solicitor substantially as set out in Annex 4.

Success Date means the date upon which the Tribunal makes an order or direction (or the equivalent) pursuant to which the defendants or any third party is or becomes obliged to pay Proceeds to the Class Representative or any Class Member.

Termination Date means, following delivery of a notice of Class Representative Default, Material Adverse Change or Funder Default, if the Dispute Resolution Procedure is invoked and resolved in favour of the Terminating Party, the day on which the Dispute Resolution Procedure is so resolved and if the Dispute Resolution Procedure is not invoked, the fifth Business Day after delivery of the notice of the relevant event. If the Dispute Resolution Procedure is invoked and resolved in favour of the Non-terminating Party, no Termination Date will occur.

Total Fee means an amount equal to the Capital Outlay plus the Profit Share**.** Notwithstanding any other provision of this Agreement, the Total Fee shall not exceed the portion of the Proceeds that have been approved by the Tribunal for distribution to the Funder.

Transaction Costs means the amount stipulated in the Key Terms.

Transaction Documents means this Agreement, the Priorities Agreement, and any other document that the Class Representative and the Funder designate as a Transaction Document.

Tribunal means any court, arbitral tribunal or other forum in which the Claim is heard.

Waterfall has the meaning given in the Key Terms.

Annex 2: Form of Payment Request

Name of Claim:	[•]		
Payment Request Date:	[•]		
Payment Amount Requested:	[•]		
Allocation of Payment Amount by Budget Phase:	**Budget Phase**	**Out of Pocket Costs**	**Solicitor Costs**
	[•]	[•]	[•]
	[•]	[•]	[•]
	[•]	[•]	[•]
Notes:	[•]		

To the best of my knowledge the Conditions Precedent are satisfied as of the date of this request.

Signed: ....

Name: ....

Date: ....

Annex 3: Form of Regular Report

Name of Claim:	[●]
Date of report:	[●]
Key events or features of the Claim that have occurred or changed since the last report:	[●]
Key steps the Class Representative and Solicitor expect to occur in the next three months	[●]
Any change in Solicitor's assessment of the merits or recoverability of the Claim or other risks under the Funding Agreement since last report	[●]
Any change in Budget or expected timetable	[●]

I believe the contents of this report to be true, fair and not misleading.

Signed: ……………………………………………..

Name: ……………………………………………..

Date: ……………………………………………..

Annex 4: Form of Solicitor Instructions

[NAME AND ADDRESS OF SOLICITOR]

Dear Sir,

[NAME OF CLAIM]

We refer to the funding agreement we have entered into with the Funder in respect of the claim referenced above (the "**Funding Agreement**"). Terms used in this letter have the same meanings as in that Funding Agreement.

We hereby irrevocably instruct and authorise you, subject to any order of the Tribunal to the contrary:

1. to take such steps as may be necessary or desirable to give effect to the Funding Agreement and any related agreements including acting as our agent to discharge our obligations to the extent within your reasonable control;

2. to keep the Funder reasonably informed about developments in the Claim (including any actual or threatened termination or modification of your retainer, any failure by us to follow your advice and any actual or threatened misrepresentation or other breach by us of the terms of the Funding Agreement) and to provide the Funder with the Regular Report and, immediately upon your becoming aware of any material adverse change in the prospects of success or recovery in the Claim, to cease further drawings and promptly to return to the Funder any portion of the moneys advanced under the Funding Agreement that remains in your client account;

3. to inform the Funder promptly of the receipt of any money or other asset that would arguably be part of the Proceeds and to direct, to the extent within your control, that all Proceeds be paid into the Ringfenced Account.

4. to hold any Proceeds paid to you on trust for the Funder and any other person entitled to payment in accordance with the terms of the Funding Agreement and the Waterfall;

5. promptly to apply all Proceeds received by you or your bank in accordance with the order of priorities stipulated in the Waterfall;

6. to notify the Funder immediately in writing if your representation of us terminates or changes in a material way, including but not limited to any actual or proposed modification of your retainer or CFA or other fee agreement; and

7. to disregard any subsequent instructions from us that conflict with these instructions and/or with our obligations under the Funding Agreement.

These Irrevocable Instructions may be amended only in writing and with the prior written consent of the Funder.

Yours faithfully,

....

For and on behalf of Class Representative

Annex 5: Form of Solicitor's Confirmation

[ON SOLICITOR'S HEADED PAPER]

[TO FUNDER].

Dear Sir

[**NAME OF CLAIM**]

We refer to the funding agreement you have entered into in respect of the claim referenced above (the "**Funding Agreement**"). Terms used in this letter have the same meanings as in that Funding Agreement.

We act for Class Representative to that funding agreement in respect of the Claim. In consideration of the benefit we receive from your agreeing to enter into the Funding Agreement, we provide you with this letter and acknowledge that you will rely on it.

We confirm:

(a) we or the Class Representative have disclosed to you sufficient information to allow a reasonable, professional investor in litigation to make a fair assessment of the merits of the Claim, the prospects of recovery and the risks of entering into the Funding Agreement and we have not withheld from you any information of which we are aware, after reasonable enquiry, that would reasonably be expected materially to alter that assessment;

(b) the information we have provided to the Funder and its representatives is true, complete and not misleading to the best of our knowledge and belief after reasonable enquiry; and

(c) our opinion is that the Class Representative is likely to win the Claim.

We undertake to you, subject to any order of the Tribunal to the contrary:

(a) to direct, to the extent within our reasonable control, that all Proceeds be paid into a Ringfenced Account;

(b) to hold any Proceeds paid to us, or our bank, on trust for the Funder and any other person entitled to payment in accordance with the terms of the Funding Agreement and the Waterfall;

(c) promptly to apply all Proceeds in accordance with the order of priorities stipulated in the Waterfall;

(d) to comply with the terms of the Solicitor Instructions;

(e) to inform you immediately if we believe that the confirmations given above were untrue when given or cease to be true at any later time; and

(f) not to amend any material term of our retainer or other fee agreement without your prior written consent and not to enforce our rights to receive payment of any amounts in connection with the Claim except in accordance with the Waterfall.

Yours faithfully,

....

For and on behalf of the Solicitor

Annex 6: Budget

Budget at discounted rates and including VAT / GST / IPT

Phase	Funding Budget (discounted rates, inc. VAT)						
	Solicitor	Counsel	Economists	Disbursements	Upfront / Staged ATE Premium (not D&C)	Indemnity	Totals
Pre-action	£ 135,000.00	£ 90,000.00	£ 240,000.00	£ 158,413.45	£ 600,000.00	£ -	**£ 1,223,413.45**
Claim form/CPO	£ 629,736.01	£ 135,000.00	£ 608,204.04	£ -	£ -	£ -	**£ 1,372,940.05**
Pre-CPO CMC	£ 135,000.00	£ 67,500.00	£ 60,000.00	£ 11,281.00	£ -	£ -	**£ 273,781.00**
Evidence for approval hearing	£ 135,000.00	£ 22,500.00	£ 18,110.40	£ -	£ -	£ -	**£ 175,610.40**
Approval hearing	£ 162,000.00	£ 135,000.00	£ -	£ -	£ 1,650,000.00	£ -	**£ 1,947,000.00**
CMC	£ 168,750.00	£ 81,000.00	£ 120,000.00	£ 386,400.00	£ -	£ -	**£ 756,150.00**
Further pleadings	£ 358,593.75	£ 91,800.00	£ 102,000.00	£ 71,400.00	£ -	£ -	**£ 623,793.75**
Disclosure	£ 1,350,000.00	£ 168,000.00	£ 200,000.00	£ 760,000.00	£ -	£ -	**£ 2,478,000.00**
Witness statements	£ 750,000.00	£ 150,000.00	£ 200,000.00	£ -	£ -	£ -	**£ 1,100,000.00**
Expert report	£ 1,460,000.00	£ 444,353.75	£ 1,630,000.00	£ 1,000,000.00	£ -	£ -	**£ 4,534,353.75**
Trial of Common issues	£ 2,480,000.00	£ 4,954,000.00	£ 1,550,000.00	£ 573,000.00	£ -	£ -	**£ 9,557,000.00**
Distribution of damages	£ 239,000.00	£ 22,950.00	£ 51,000.00	£ 120,360.00	£ -	£ -	**£ 433,310.00**
Settlement discussions	£ 239,000.00	£ 22,950.00	£ 51,000.00	£ 122,400.00	£ -	£ -	**£ 435,350.00**
Contingency A / Appeal on CPO/Claimant	£ 257,255.10	£ 54,000.00	£ 180,000.00	£ 120,000.00	£ -	£ -	**£ 611,255.10**
Ringfenced contingency	£ -	£ -	£ -	£ -	£ -	£ -	**£ -**
Indemnity	£ -	£ -	£ -	£ -	£ -	£ 1,500,000.00	**£ 1,500,000.00**
	£ -	£ -	£ -	£ -	£ -	£ -	**£ -**
	£ -	£ -	£ -	£ -	£ -	£ -	**£ -**
	£ -	£ -	£ -	£ -	£ -	£ -	**£ -**
	£ -	£ -	£ -	£ -	£ -	£ -	**£ -**
Contingency	£ -	£ -	£ -	£ -	£ -	£ -	**£ 649,042.50**
Funding Totals	£ 8,499,334.86	£ 6,439,053.75	£ 5,010,314.44	£ 3,323,254.45	£ 2,250,000.00	£ 1,500,000.00	**£ 27,671,000.00**

SCHEDULE: KEY TERMS

Solicitor:	Geradin Partners
Payment Request Date:	The last Business Day of each month
Maximum Outlay:	The sum of £27,671,000
Profit Share:	Means: (a) if Proceeds are received in accordance with clause 3.2 prior to the date of trial on liability, the sum of: (i) £45,297,150.59; and (ii) 400% multiplied by the aggregate portion of the Capital Outlay drawn from (and including) 1 June 2026; and (b) if Proceeds are received in accordance with clause 3.2 thereafter, the sum of: (i) £81,894,301.17; and (ii) 600% multiplied by the aggregate portion of the Capital Outlay drawn from (and including) 1 June 2026.
Waterfall:	As set out in the Priorities Agreement dated on or about the date of this Agreement.
Transaction Costs:	£150,000 plus, any other amounts stipulated to be added under the Agreement.
Governing Law:	The laws of England & Wales.
Payment Account:	As notified by the Solicitor to the Funder.
Notice Details:	As set out in the Priorities Agreement.

SIGNATURES

[Not restated]

FUNDER

....

Bench Walk Guernsey PCC Limited
contracting on behalf of the GPS UK Funding Cell

For and on behalf of
CONINGSBY LIMITED

CLASS REPRESENATIVE

....

Professor Barry Rodger,
in his capacity as class representative in the Claim

FUNDER

………………………………..

Bench Walk Guernsey PCC Limited
contracting on behalf of the GPS UK Funding Cell

CLASS REPRESENATIVE

…………………………………..

Professor Barry Rodger,
in his capacity as class representative in the Claim