CLAIMANT GROUP MANAGEMENT AGREEMENT

This agreement governs the management, administration and cost-sharing of claims to be pursued collectively on behalf of a group of claimants.

Dated as at the Date of Your Acceptance of its Terms

1. The Parties

This agreement is entered into by:

(a) Each individual or entity who joins the claimant group by accepting the terms of this agreement (together, the “Claimant Group” or individually, a “Claimant”);

(b) The members of the Claimant Committee appointed under Section 4 below (the “Initial Committee Members” / “Committee Members”);

(c) Goldman Finch Limited, of 17 Prospect House, Colliery Close, Staveley, Chesterfield, S43 3QE (SRA No. 816551) acting as the legal representatives for the Claimant Group (the “Solicitors”).

Each Claimant acknowledges that by accepting this agreement they are entering into binding obligations both with every other Claimant and with the Committee Members in their capacity as representatives of the Claimant Group.

2. Purpose and Scope

2.1 Collective Action

This agreement establishes the framework within which the Claimant Group pursues collective legal action. The Claimants recognise that the efficient management of group litigation requires a single representative body to make decisions on behalf of the group, and that some aspects of their individual claims will involve common legal and factual issues that will be managed collectively to reduce costs and achieve economies of scale.

2.2 Scope of Proceedings

The claim covers a claim for compensation for distress, anxiety, upset, inconvenience, loss of control of personal data, and financial loss arising from the Legal Aid Agency data breach (“LAA-DB”) occurring in April 2025 and becoming publicly known in May 2025, against the Ministry of Justice and/or any other party subsequently found liable or agreeing to pay damages in respect of your claim. The Solicitors will conduct the proceedings on behalf of the Claimant Group against the Ministry of Justice (the “Defendant(s)”) and such other parties as may from time to time be identified and added with the approval of the Committee.

2.3 Integration with Retainer Terms

Each Claimant has entered into a Conditional Fee Agreement with the Solicitors (the “CFA”) and has received the associated terms and conditions (the “WYNTK”) and Supplementary Terms of Business. The CFA, WYNTK and Supplementary Terms form the binding retainer agreement between each Claimant and the Solicitors. This agreement supplements the retainer. The cost-sharing, indemnity and cost recovery provisions of this agreement are the operative framework for determining how Common Costs are allocated, recovered inter partes, and apportioned among Claimants, whether or not a Group Litigation Order is sought or obtained and operate consistently with Section 6 of the WYNTK.

2.4 When this Agreement Takes Effect

(a) You enter into this agreement when you instruct the Solicitors at the start of your claim, at the same time as you enter into the retainer.

(b) The provisions of this agreement concerning the sharing of Common Costs (Section 7), the indemnity between Claimants (Sections 7 and 8), adverse costs (Section 8) and confidentiality within the group (Section 11) are binding on you from that point. They do not depend on a Claimant Committee being appointed and apply whether or not a Committee is ever appointed.

(c) This agreement also appoints the Claimant Committee as your agent and grants it authority to make certain decisions on behalf of the group (see Sections 4 to 6 and 10). That authority is granted from the outset but can be exercised only if and when the Solicitors appoint a Committee. The Solicitors are under no obligation to appoint a Committee and may never do so.

(d) If no Committee is appointed, any decision this agreement would route through the Committee remains to be made by the Solicitors and the affected Claimant under the retainer. In particular, the discontinuance of a Claimant's claim for obstructive conduct may be dealt with under Section 2 of the WYNTK independently of the Committee procedure in Section 10 of this agreement.

3. Common Interest and Binding Effect

Each Claimant warrants that:

(a) They have a genuine interest in pursuing this collective claim.

(b) They have no interest materially adverse to the success of the group claim or to the interests of the Claimant Group.

(c) They understand that by joining the group they are agreeing to be bound by decisions made by the Committee on behalf of the group (subject to the limitations set out in this agreement).

(d) They accept that the principles of cost-sharing, indemnity and collective management set out in this agreement will apply to their claim, regardless of whether a Group Litigation Order is sought or obtained.

By continuing to give instructions to the Solicitors, each Claimant indicates their acceptance of these terms. Any Claimant who does not agree may withdraw by giving written notice to the Solicitors in accordance with Section 14 below.

4. The Claimant Committee

4.1 Constitution

The Solicitors shall appoint, as a minimum, Three Committee Members (referred to collectively as the '**Initial Committee Members'** and individually as a **'Committee Member'),** who they select in their own discretion, but who shall not be members/employees of the Solicitors. The Solicitors shall thereafter notify the Claimants of the appointment of the Initial Committee Members.

4.2 Role of the Committee

Each Claimant appoints the Committee to act as their agent in relation to the group proceedings. The Committee is responsible for: (i) giving instructions to the Solicitors on matters affecting the group; (ii) receiving reports on progress; (iii) overseeing the management of the proceedings; (iv) negotiating and evaluating settlement offers; and (v) managing the distribution of any recovered funds in accordance with this agreement. The Committee does not, save as expressly provided herein, have authority to bind individual Claimants in respect of matters affecting only their individual claims.

4.3 Committee Duty: Best Interests of the Group

The Committee shall act in good faith and in the best interests of the Claimant Group as a whole when exercising its authority under this agreement. Each Claimant acknowledges that the Committee's duty is to the group collectively, not to any individual Claimant. Decisions made in the best interests of the group may not be optimal for, and may disadvantage, any individual Claimant. By accepting this agreement and the Committee's authority, each Claimant accepts that the Committee's judgment on group matters binds all Claimants even where an individual Claimant might prefer a different outcome.

4.4 Committee Meetings

(a) Meetings may be convened by any Committee Member or by the Solicitors. Meetings may be held in person or by video conference or telephone. A meeting called by email notice requires 14 days' notice; a meeting called by telephone or video conference requires 7 days' notice, except in circumstances of urgency where 48 hours' notice may be given with the consent of the majority of Committee Members.

(b) A meeting is quorate if at least 3 Committee Members are present or participating. The Solicitors shall attend all meetings.

(c) Minutes shall be kept of all meetings and approved by the Committee by simple majority. Minutes shall be made available to all Claimants, subject to legal professional privilege.

(d) Decisions shall be made by simple majority of Committee Members present and voting, except where this agreement expressly provides otherwise. In the event of an equality of votes, the Chair shall have a casting vote.

(e) The Committee may make decisions by written consent of the majority of Committee Members in the absence of a meeting.

4.5 Appointment and Removal of Committee Members

(a) A person ceases to be a Committee Member if they: (i) resign by written notice to the Committee and the Solicitors; (ii) die; (iii) become incapable of managing their own affairs by reason of illness, incapacity or mental disorder; (iv) are made subject to a bankruptcy order; or (v) are removed by resolution of the Committee with the consent of the majority of continuing Committee Members, provided that at least 3 members remain after removal.

(b) A new Committee Member may be appointed by resolution of the majority of existing Committee Members, provided that the Committee does not exceed 5 members and provided that the Solicitors confirm in writing that the appointment raises no conflicts of interest concerns.

(c) The Committee may remove and appoint a Chair by simple majority.

4.6 Committee Members' Indemnity

Each Committee Member shall be indemnified by the Claimant Group against any reasonable costs, losses or expenses incurred in the proper performance of their duties, provided that no Committee Member shall be entitled to receive any remuneration other than reimbursement of direct out-of-pocket expenses such as travel. No Committee Member shall be liable to the Claimant Group for acts, omissions or defaults unless caused by their own fraud or dishonesty.

5. Committee Authority and Powers

5.1 General Authority

By accepting this agreement, each Claimant grants the Committee full authority, subject to the terms of this agreement, to give instructions to the Solicitors in relation to the conduct of the group proceedings, including:

(a) The making and receipt of offers to settle, including on a collective basis affecting all or some of the Claimants.

(b) The instruction of expert evidence, counsel, and other professional advisers.

(c) The negotiation and approval of the terms on which the Solicitors will act, including any amendment to the hourly rate (within the limits of the CFA).

(d) The commencement or withdrawal of court proceedings and the conduct of any court applications or appeals.

(e) The discontinuance of the claim by an individual Claimant, where reasonably necessary for the conduct of the group proceedings.

(f) Such other matters as are incidental to the conduct of the group proceedings.

5.2 Funding and Insurance Authority (Subject to 50% Cap)

The Committee is authorised to negotiate and enter into agreements for third-party litigation funding and/or After the Event insurance on behalf of the Claimant Group, provided that:

- the funder's return under any litigation funding agreement must be calculated as a multiple of the funder's outlay or committed outlay (and not as a percentage or share of the damages or other financial benefit recovered), so that the agreement does not fall within the definition of a damages-based agreement under section 58AA of the Courts and Legal Services Act 1990;
- the funder's return, and any insurance premium, may be paid out of and deducted from the damages recovered, but the total amount so deductible must be capped at no more than 50% of the damages recovered, the 50% figure operating only as an upper ceiling on the amount payable and not as the basis on which the funder's return is calculated;

- the Committee shall report the terms of any proposed funding or insurance arrangement to the Solicitors before entering into it;
- the Committee shall not create any funding or insurance liability that would not be capable of being met from the recovered damages; and
- the Solicitors may agree a payment waterfall with any funder or insurer specifying the order in which recovered sums will be applied, provided that such waterfall does not result in deductions exceeding 50% of damages.

A litigation funding agreement may include a provision under which the funder's return is instead calculated as a percentage or share of the damages recovered, expressed to take effect only to the extent enforceable and permitted by applicable law; any such provision shall have no contractual effect unless and until the law is changed to permit litigation funding agreements calculated on that basis.

For the avoidance of doubt, any fees and costs falling within the 50% funding/insurance cap shall nevertheless remain subject to the separate 35% deduction cap as defined in the CFA. In aggregate, deductions from damages for combined third-party funding, insurance, any success fee charged by counsel under a separate conditional fee agreement, and the items subject to the 35% cap under the CFA cannot exceed 50%, unless otherwise ordered by the Court or agreed by the Claimants.

5.3 Limitations on Committee Authority

Nothing in this agreement grants the Committee authority to: (i) bind any individual Claimant in relation to a matter affecting only that Claimant's individual claim (as opposed to group matters); (ii) compromise or settle an individual Claimant's claim without that Claimant's individual consent, save where that Claimant's claim is compromised or settled as part of a settlement of the group as a whole, or of a sub-group of two or more Claimants, negotiated and approved by the Committee under Section 6 below (for which no individual consent is required); a matter affecting only that Claimant's individual claim, for the purposes of this sub-clause, being one that does not form part of any such group or sub-group settlement; (iii) amend the terms of any Claimant's individual CFA; or (iv) create any liability for Claimants in excess of what is provided for in the CFA and this agreement.

6. Settlement and Global Distribution

6.1 Authority to Settle

The Committee is authorised to negotiate and, subject to the requirements of this Section 6, to accept settlement offers that may relate to the group as a whole or to identifiable sub-groups of Claimants. Each Claimant acknowledges that any group settlement will be determined on a collective basis and that individual Claimants will not have a veto over settlement of the group claim.

6.2 Process for Settlement

(a) Where the Committee considers that an offer of settlement should be accepted, the Committee shall first consult with the Solicitors and obtain written advice as to whether the offer is in the best interests of the Claimant Group.

(b) The Committee shall not accept any offer of settlement unless: (i) the Solicitors confirm in writing that they advise the settlement to be in the best interests of the group; and (ii) the Committee, by majority vote, passes a resolution to accept.

(c) Where the Committee has resolved to accept a settlement, individual Claimants are bound by that decision and shall not subsequently seek to reverse or contest it except through the dispute resolution procedure set out in Section 13 below.

6.3 Distribution of Settlement Proceeds

Subject to the priority of payments set out in the CFA and any third-party funding or insurance agreement, the Committee shall agree with the Solicitors the method or formula by which settlement proceeds will be distributed among Claimants, in accordance with advice received from Counsel. The Committee may, with Counsel's and the Solicitors' advice, determine that distribution shall be on an equal, pro-rata, or other basis. In making this determination, the Committee shall seek to achieve fairness as between Claimants whilst taking into account the practical constraints of group settlement. The Solicitors shall not be obliged to undertake individual assessments of each Claimant's claim in order to determine individual distribution shares; Claimants accept that the economics of group litigation render this impracticable.

6.4 Phased Settlements and Adjustments

Where a sub-group of Claimants settles at a different time from the rest of the group, the total settlement sum agreed for that sub-group with the Defendant(s), and the allocation of that sum among the members of the sub-group as determined by the Committee under Section 6.3, are full and final as between those Claimants. They are not provisional and are not subject to any later upward or downward adjustment by reference to any subsequent settlement of the remainder of the group. No sum in respect of damages distributed to a Claimant on a sub-group settlement will afterwards be sought back from that Claimant. Deductions for fees, funding and insurance from each such settlement are retained and reconciled against the applicable caps in accordance with Section 6 of the WYNTK and Section 5.2 above, any excess retained over those caps being refunded to the Claimant.

7. Common Costs: Allocation and Inter Partes Recovery

This Section 7 sets out how Common Costs are shared and recovered between Claimants, including the indemnity Claimants give to one another. Section 6 of the WYNTK sets out each Claimant's liability to the Solicitors for Common Costs. The two provisions address different relationships — this Section governs the position between Claimants; Section 6 of the WYNTK governs the position between each Claimant and the Solicitors — and are intended to operate consistently. Neither overrides the other; each governs its own subject matter. Claimants should read both before accepting this agreement.

In this Section, a reference to a Claimant who obtains a recovery means a Claimant who obtains a recovery in the claim through GFL acting for that Claimant.

7.1 Definition of Common Costs

Common Costs are costs incurred by the Solicitors for the benefit of the Claimant Group as a whole or for the benefit of identifiable sub-groups, from the date of the claim's origination (the "Cost Accrual Date", being April 2025. Examples include: generic expert evidence, legal research applicable to all Claimants, lead case preparation, group litigation management and court applications relating to group procedures. Common Costs accrue from the Cost Accrual Date onwards, regardless of when individual Claimants subsequently joined the group.

7.2 Common Costs Liability Structure: Notional 100% and Indemnity

For the purposes of recovering Common Costs inter partes and enforcing this agreement, each Claimant who obtains a recovery (whether by judgment or settlement) is liable for the full pool of Common Costs incurred by the Solicitors on behalf of the group (the "Full Common Costs Liability"). This structure ensures that the Solicitors can recover the whole of the Common Costs from the Defendant(s) and satisfies the indemnity principle for inter partes cost recovery. However, each such Claimant is indemnified by every other Claimant who obtains a recovery in respect of the excess of the Full Common Costs Liability over that Claimant's proportionate equal share (as defined in Section 7.3 below). The practical effect is that each Claimant who recovers bears only their proportionate equal share of Common Costs, whilst the contractual liability structure protects inter partes recovery from the Defendant(s).

The liability that supports inter partes recovery of the whole of the Common Costs pool is the Full Common Costs Liability borne by each Claimant who obtains a recovery. The share attributable to a Claimant who does not obtain a recovery is recovered inter partes as part of that Full Common Costs Liability of the recovering Claimants, and not as a liability of the non-recovering Claimant. The statements elsewhere in this agreement and in the WYNTK that a non-recovering Claimant does not pay, and has no liability to pay, Common Costs are consistent with this: those statements describe the absence of any *enforced payment obligation* on that Claimant and do not negate the Full Common Costs Liability of the Claimants who recover.

7.3 Proportionate Equal Share

The proportionate equal share of Common Costs is calculated on an equal basis among Claimants, applying the quarterly accounting mechanism in Section 7.4. For each calendar quarter, the Common Costs of that quarter are shared equally among the Claimants treated as active during that quarter, and each Claimant's total share is the sum of their equal shares for the quarters in which they were active. For these purposes each Claimant is treated as active from the Cost Accrual Date (under the retrospective pooling described below) and ceases to be treated as active at the end of the quarter in which their claim concludes. Where all Claimants remain active throughout, this produces the same figure as dividing the total pool of Common Costs equally among the Claimants who obtain a recovery; where Claimants join or conclude at different times, the quarterly mechanism in Section 7.4 governs. Each Claimant who obtains a recovery bears an equal share regardless of: (i) the individual merits or weaknesses of their claim; or (ii) the size of their individual damages.

For the avoidance of doubt, a Claimant who joined the group at a later stage is treated as active from the Cost Accrual Date and bears the same equal share of Common Costs, including a proportionate share of costs incurred before that Claimant's agreement date, as a Claimant who joined at the outset. By entering into this agreement, each Claimant consents to this retrospective pooling.

7.4 Quarterly Cutoff

(a) Quarterly Accounting Period. For the purposes of determining each Claimant's liability for Common Costs, common costs are accumulated and accounted for on a quarterly basis. A quarter is defined as a calendar quarter: January–March (Q1), April–June (Q2), July–September (Q3), October–December (Q4).

(b) Settlement Quarter Rule. Where a Claimant's claim is compromised (settled by agreement) or concluded (by judgment, discontinuance, or withdrawal), that Claimant's liability for Common Costs shall extend only to the end of the calendar quarter in which the claim is compromised or concluded. Any Common Costs incurred after the end of that quarter shall not be attributable to the settling/concluding Claimant and shall instead be apportioned among the remaining Claimants.

(c) Ongoing Claimants. Claimants whose claims remain ongoing at the end of any given quarter continue to bear the cost accrual in respect of that quarter.

(d) Quarter-End Cost Allocation. At the end of each calendar quarter (or upon request by the Committee), the Solicitors shall calculate the cumulative Common Costs for that quarter and shall allocate them pro-rata among all Claimants who remained active during that quarter (i.e., whose claims had not been compromised or concluded before the last day of that quarter).

7.5 Individual Costs

Individual Costs are costs incurred specifically in relation to an individual Claimant's claim (such as taking their instructions, case-specific correspondence and document review). Each Claimant is responsible for their own Individual Costs in accordance with the CFA. Individual Costs do not form part of the indemnity structure in this Section 7; they are governed by each Claimant's individual CFA and the equal-share structure applies to Common Costs only.

7.6 Survival and Period of Membership.

A Claimant's liability for Common Costs accrued up to the end of the quarter in which their claim concludes, and the indemnity obligations in this Section, survive that Claimant's withdrawal, removal or other departure from the group and the termination of this agreement, and continue indefinitely in respect of Common Costs attributable to the period of their membership. For the avoidance of doubt, and consistently with Section 7.2 and Section 6 of the WYNTK, where a Claimant does not obtain a recovery, this surviving liability is notional only and gives rise to no obligation to make any actual payment in respect of Common Costs; it exists solely to support the recovery of Common Costs inter partes.

8. Adverse Costs and Risk Sharing

8.1 Several Liability

The Claimant Group's collective liability for the Defendant(s)' costs is several and not joint. No single Claimant shall bear more than their proportionate equal share of the Defendant(s)' costs in relation to any group matters (i.e., costs relating to issues common to the group). In relation to an individual Claimant's own Individual Costs, that Claimant shall bear their own several liability.

8.2 Court-Ordered Costs Sharing

The Solicitors shall apply to the Court for an order reflecting this several liability and proportionate cost-sharing structure where a Group Litigation Order is sought or where court proceedings are issued. If such an order is made, the Court's costs order shall govern the allocation of the Defendant(s)' costs.

8.3 Adverse Costs: Contractual Allocation in Default of Court Order

(a) If no court order reflecting this agreement is made, or if the court does not endorse this cost-sharing structure, the following contractual allocation shall apply: each Claimant's liability for the Defendant(s)' costs in relation to group matters shall be capped at their proportionate equal share calculated at the time the costs are incurred or agreed.

(b) If any Claimant is required by court order or otherwise to pay more than their proportionate equal share of the Defendant(s)' costs, that Claimant may recover the excess from every other Claimant via mutual indemnity. Each Claimant irrevocably agrees to indemnify every other Claimant for that Claimant's proportionate share of any adverse costs order or settlement, calculated on an equal-share basis. The Solicitors may collect and distribute such indemnities on behalf of the Claimants.

(c) Any ATE insurance or other cost protection shall apply to cover the Claimant Group's proportionate adverse costs exposure in accordance with its terms. Claimants accept that any uninsured adverse costs shortfall shall be borne proportionately by reference to the equal-share formula.

8.4 Individual Adverse Costs

Each Claimant remains liable for the Defendant(s)' costs attributable solely to their individual claim. Such Individual Adverse Costs shall not be shared with other Claimants and shall be that Claimant's sole responsibility.

9. Group Litigation Order: Presumption and Contingency

9.1 Presumptive Approach

It is the presumption of this agreement that the Solicitors shall seek a Group Litigation Order (or such other procedural order as is appropriate to manage the proceedings collectively) under the Civil Procedure Rules. A Group Litigation Order is intended to provide a framework within which the group can be managed efficiently, and costs can be shared and recovered fairly.

9.2 No Obligation to Seek a GLO

Notwithstanding Section 9.1, the Solicitors are under no obligation to seek a Group Litigation Order. The Solicitors shall have full discretion to determine the procedural framework within which to conduct the group proceedings, based on their assessment of the case's circumstances, costs, timing and likely outcomes. A decision not to seek a GLO shall not constitute any breach of this agreement or the CFA.

9.3 Contractual Fallback: GLO Not Sought or Not Obtained

If a Group Litigation Order is not sought, or if sought but not obtained by the court, the contractual provisions of this agreement shall be the operative framework. In particular, the cost-sharing structure set out in Section 7, the indemnity provisions, and the adverse costs allocation in Section 8 shall all apply as if a GLO had been made, and shall not be displaced by the absence of a court order. Claimants shall not have any claim against the Solicitors or right of withdrawal or termination on the ground that a GLO was not sought or not obtained.

10. Obstructive Claimants

10.1 Definition

An "Obstructive Claimant" is a Claimant who, in the reasonable opinion of the Solicitors, fails or refuses to provide necessary information, documents, instructions or cooperation, or persistently disregards reasonable requests from the Solicitors or the Committee, such that the efficient conduct of the proceedings is materially impeded or prejudiced. This includes (but is not limited to): persistent failure to respond to communications; refusal to attend court, expert examination or other appointments without reasonable excuse; failure to provide documents or evidence as requested; or conduct that materially damages the group's case or relationships with the Defendant(s) or court.

10.2 Procedure for Removal

(a) If the Solicitors reasonably consider that a Claimant is Obstructive, they shall notify the Committee in writing, setting out the grounds for that assessment.

(b) The Committee shall consider the Solicitors' assessment and may, by majority vote, instruct the Solicitors to take steps formally to discontinue the Claimant's claim. The Claimant concerned shall be given an opportunity to respond to the Solicitors and Committee before a removal decision is made, unless the urgency or circumstances make this impracticable.

(c) Where the Committee resolves that a Claimant is Obstructive, the authority granted to the Committee under Section 5.1(e) of this agreement extends to authorising the Solicitors to discontinue that Claimant's claim without requiring that Claimant's further consent.

(d) An Obstructive Claimant whose claim is discontinued shall be liable for: (i) any Individual Costs incurred on their behalf; (ii) costs incurred by the Solicitors in discontinuing their claim; and (iii) potentially, the

Defendant(s)' costs attributable to their claim up to discontinuance. An Obstructive Claimant's liability for these costs shall not be subject to any enhanced protection and will fall outside the 35% deduction cap specified in the CFA. Consistently with Section 7 and Section 6 of the WYNTK, an Obstructive Claimant who does not obtain a recovery does not make any actual payment in respect of Common Costs; the notional share attributable to their period of membership survives for inter partes recovery purposes only.

11. Confidentiality and Legal Professional Privilege

11.1 Waiver of Individual Confidentiality

Each Claimant acknowledges that the Solicitors will share factual information from their individual file with other Claimants and with the Committee to the extent necessary to conduct the group proceedings. This is essential to allow the Solicitors to advise the Committee on group strategy and to compare factual circumstances between Claimants. Accordingly, each Claimant waives any duty of confidentiality owed to them by the Solicitors in relation to factual information from their file, provided that: (i) such information is shared only among Claimants, Committee Members, and the Solicitors; (ii) all information remains subject to legal professional privilege; and (iii) any Claimant may request that their anonymity be preserved in relation to particular information or in Committee discussions.

11.2 Ongoing Privilege

The sharing of information among Claimants and the Committee does not waive legal professional privilege. All information shared remains privileged and must not be disclosed outside the Claimant Group or to the Defendant(s) or their legal representatives without express consent or Court order.

11.3 Undertaking by Departing Claimants

If a Claimant withdraws from the group, they remain bound by the confidentiality obligations in this Section 11 and shall not disclose any information shared within the Claimant Group to any third party without the Solicitors' written consent (such consent not to be unreasonably withheld).

12. Claimant Obligations

Each Claimant agrees to:

(a) Provide accurate and complete information to the Solicitors and comply promptly with any reasonable request for information, documents or instructions.

(b) Respond promptly to communications from the Solicitors and the Committee.

(c) Attend any expert medical examination, court hearing or other appointment as requested by the Solicitors, unless excused for good reason.

(d) Not withdraw from the collective management of the group otherwise than in accordance with Section 14, recognising that nothing in this agreement restricts a Claimant's absolute right to end their retainer with the Solicitors (the consequences of doing so being governed by the retainer and Section 2 of the WYNTK).

(e) Not instruct any other legal representatives to act in relation to the same claim without the Solicitors' written consent.

(f) Not be dishonest or deliberately mislead the Solicitors, the Committee, any court, or any expert instructed on their behalf.

(g) Act in good faith and in a manner consistent with the collective objectives of the Claimant Group.

(h) Keep the Solicitors and Committee informed of any change in contact details or circumstances that may affect their claim.

Breach of these obligations may result in a Claimant being classified as Obstructive (Section 10), removed from the group, and may result in loss of the protection of the CFA's deduction cap. See the CFA and WYNTK for full details.

13. Dispute Resolution

13.1 Internal Resolution

Any dispute between a Claimant and the Committee, or between Claimants, or concerning the interpretation or application of this agreement, shall first be referred to the Solicitors, who may facilitate a discussion or proposed resolution. If a resolution cannot be reached within 21 days, the matter may be referred to arbitration under Section 13.2.

13.2 Arbitration

Subject to the consumer protection below, any dispute not resolved under Section 13.1 shall be referred to arbitration by a retired High Court Judge or King's Counsel, to be appointed by agreement of the parties or, in default, by the President of the Chartered Institute of Arbitrators (or, failing such appointment, by the court under section 18 of the Arbitration Act 1996). The arbitrator's decision shall be binding on all parties. The arbitration shall be conducted in accordance with the Arbitration Act 1996 and shall be seated in England and Wales. The cost of the arbitration shall be borne by the parties as determined by the arbitrator. This Section 13.2 applies only to disputes between Claimants, or between a Claimant and the Committee, or concerning the interpretation or application of this agreement. Nothing in this Section requires any Claimant to refer to arbitration any complaint against the Solicitors that the Claimant is entitled to pursue through the Solicitors' complaints procedure, to the Legal Ombudsman, or to the court, and this Section does not affect those rights. Further, pursuant to section 91 of the Arbitration Act 1996 and the Unfair Arbitration Agreements (Specified Amount) Order 1999, this arbitration agreement shall not be binding on a Claimant in relation to any claim for a pecuniary remedy which does not exceed the amount specified in that Order (currently £5,000).

13.3 Solicitors' Right to Withdrawal

The Solicitors retain the right to cease acting for the Claimant Group or for an individual Claimant if: (i) a Claimant is in material breach of the CFA or this agreement; (ii) the Solicitors reasonably consider that they cannot continue to act while maintaining professional standards; or (iii) they receive conflicting instructions from the Committee and an individual Claimant that cannot be resolved. The Solicitors shall give written notice of withdrawal specifying reasons and shall comply with all professional obligations in relation to the handover of the file.

14. Withdrawal, Termination and Ongoing Liability

14.1 Individual Withdrawal

A Claimant has an absolute right to end their retainer with the Solicitors at any time, on the terms set out in the retainer and Section 2 of the WYNTK. Nothing in this agreement restricts, or purports to restrict, that right. A Claimant who ends their retainer thereby ceases to be a member of the group. This Section and Section 7 govern the consequences of that departure for the sharing and recovery of Common Costs between Claimants; they do not gate a Claimant's ability to leave. Where a Claimant ends their retainer with the Solicitors' prior written consent, they do so on the terms agreed; where they end it without the Solicitors' prior written consent — which they remain entitled to do — this constitutes a breach of the retainer under Section 2 of the WYNTK, with the consequences for their liability to the Solicitors set out there. Once a Claimant is party to ongoing court proceedings, withdrawal is also subject to the Civil Procedure Rules and the Court's permission. A withdrawing Claimant remains liable for their Individual Costs and for their share of Common Costs accrued up to the date of withdrawal, and for any Common Costs attributable to the period of their membership (see Section 7.6 above).

14.1A Cancellation within the cooling-off period. A Claimant who cancels their retainer within the 14-day cooling-off period described in the Supplementary Terms of Business, and who did not ask the Solicitors to begin work during that period, is treated as never having been a member of the group, and this agreement is unwound in respect of that Claimant from the outset. In that case, no liability for Common Costs, no indemnity obligation and no adverse costs liability arises or survives, and the Claimant is not counted as a Claimant for any purpose under Sections 7 or 8. Where the Claimant asked the Solicitors to begin work during the cooling-off period and then cancels, their liability is limited to payment for the work actually done to the date of cancellation as provided in the Supplementary Terms; no Common Costs, indemnity or adverse costs liability under this agreement arises or survives.

14.2 Survival of Indemnity Post-Withdrawal

If a Claimant withdraws from the group, they do not bear, and are not required to pay, any share of Common Costs unless they obtain a recovery (as defined in Section 7). A withdrawing Claimant who does not obtain a recovery is not counted as a Claimant who obtains a recovery for the purposes of the proportionate equal share in Section 7.3; the whole of the Common Costs pool, including any part notionally attributable to that Claimant's period of membership, is instead recovered inter partes through the Full Common Costs Liability of the Claimants who do obtain a recovery, in accordance with Section 7.2. No actual payment in respect of Common Costs is required of a withdrawing Claimant who does not obtain a recovery, whether by the Solicitors or by any other Claimant. Individual Costs do not form part of this structure; a withdrawing Claimant's Individual Costs liability is governed by their individual CFA.

14.3 Group Termination

This agreement shall terminate automatically when: (i) all claims have been finally resolved (whether by judgment, settlement, discontinuance or otherwise); or (ii) the Committee by unanimous resolution resolves to terminate the group, provided that the Solicitors confirm there are no outstanding proceedings or obligations.

14.4 Effect of Termination

On termination, each Claimant's individual CFA and retainer with the Solicitors shall continue according to its own terms. The obligations of the Claimants to one another in relation to the costs and liabilities accrued during the period of this agreement shall survive termination and shall continue indefinitely in respect of Common Costs and adverse costs allocations.

15. Reporting and Transparency

15.1 Reports to Claimants

The Committee shall ensure that the Solicitors provide regular written updates to the Claimant Group on progress in the proceedings. The frequency and content of these updates shall be determined by the Committee with the Solicitors' advice, taking into account the sensitivity of the information and the risk of inadvertent disclosure. Updates may be necessarily circumspect to protect legal professional privilege.

15.2 Costs Transparency

The Solicitors shall provide the Committee with a costs report quarterly or as requested, showing: (i) cumulative Common Costs to date; (ii) the estimated Common Costs per Claimant based on the current group size; (iii) costs incurred in the current period; (iv) any material variation from previous estimates; and (v) the anticipated final per-Claimant allocation based on current projections. The Committee shall be entitled to seek further breakdown or explanation.

15.3 Solicitors' Right to Limit Communication

The Solicitors may limit their direct communication with individual Claimants and may instead direct all communication through the Committee to preserve legal professional privilege and to reduce costs.

16. Representations, Warranties and Acknowledgments

Each Claimant represents and warrants that:

(a) They are of full legal capacity to enter into this agreement.

(b) They have not retained any other solicitors to pursue the same claim and will not do so without the Solicitors' written consent.

(c) They are not a member of the board or senior management of the Defendant(s) and have no undisclosed relationship with the Defendant(s) or their legal representatives.

(d) The information they have provided to the Solicitors is true, accurate and complete.

(e) They have read and understood the CFA, the WYNTK and this agreement.

(f) They understand and accept the risks of group litigation, including the risk of unsuccessful proceedings and adverse costs orders.

(g) They understand and consent to the indemnity structure and Common Costs allocation set out in Section 7, including the notional 100% liability structure and the survival of that notional structure post-withdrawal, and they understand that a Claimant who does not obtain a recovery is not required to make any actual payment in respect of Common Costs.

Any Claimant who discovers that any of these representations is false or misleading must notify the Solicitors and the Committee immediately.

17. General Provisions

17.1 Entire Agreement

This agreement, together with the CFA, the WYNTK and the Supplementary Terms of Business, constitutes the entire agreement governing your participation in the group proceedings. These documents are intended to operate together, each governing its own subject matter: the CFA, WYNTK and Supplementary Terms (the retainer) govern the terms on which the Solicitors act and the Claimant's liability to the Solicitors; this agreement governs the management of the group proceedings and the sharing of Common Costs and adverse costs between Claimants. The cost-sharing and indemnity provisions of this agreement are the operative framework for the position between Claimants and for inter partes cost recovery. Where a matter falls within the subject matter of more than one document, the documents are to be read together and given consistent effect so far as possible; this agreement does not vary any Claimant's liability to the Solicitors under the retainer.

17.2 Professional and Regulatory Override

Nothing in this agreement shall require or permit the Solicitors to act in breach of their professional, regulatory or ethical obligations under the SRA Code of Conduct or applicable law. If the Committee's instructions would require or result in such a breach, the Solicitors' professional obligations shall prevail and the Solicitors shall be entitled to refuse or modify the instruction accordingly. The Solicitors shall notify the Committee if any instruction is refused or modified on this ground.

17.3 Variation

(a) *Inter-claimant mechanics — before a* ***Committee*** *is appointed.* Before a Claimant Committee is appointed, the Solicitors may amend the provisions of this agreement governing the mechanics of cost-sharing and indemnity between Claimants (including Sections 7 and 8), without the consent of the Claimants, where it is reasonably necessary to do so as a result of: (i) a court order or direction affecting the conduct or management of the litigation, including any costs management order or group litigation order; (ii) a material change in the structure or size of the group action which renders the existing provisions unworkable or unfair as between Claimants; or (iii) a change in applicable law or procedural rules governing the apportionment of costs in group or multi-party litigation. The Solicitors shall notify the Claimants of any such amendment and the reasons for it.

(b) *Inter-claimant mechanics — after a* ***Committee*** *is appointed.* Once a Committee has been appointed, the provisions described in sub-clause (a) may be amended only by written agreement of the Solicitors and the Committee on behalf of the Claimant Group, on the grounds set out in sub-clause (a). Any such variation shall be in writing and signed by the Solicitors and the Committee Chair or such other Committee Member as is duly authorised.

(c) *Limit on the power to amend.* No amendment under sub-clause (a) or (b) may increase any Claimant's liability to the Solicitors beyond that provided for in Section 6 of the WYNTK, remove or reduce the limitation of a Claimant's common costs liability to the amount recovered from the opponent, or alter the Small Claims Track treatment of common costs. Any change to a Claimant's liability to the Solicitors may be made only in accordance with the amendment provisions of Section 6 of the WYNTK, which confer on each Claimant a right of notice and withdrawal.

(d) *Other terms.* All other provisions of this agreement may be amended only by written agreement of the Solicitors and the Committee on behalf of the Claimant Group. Individual Claimants cannot vary these terms.

17.4 Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of England and Wales. Each Claimant irrevocably submits to the jurisdiction of the English courts in relation to any matter arising from this agreement.

17.5 Severability

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17.6 Notice

All notices shall be in writing and may be delivered by hand, post, fax or email. Notice shall be deemed received: (i) if by hand, immediately; (ii) if by first-class post, on the second business day after posting; (iii) if by email, on transmission to a valid email address unless a non-delivery notice is received.

17.7 Death

If a Claimant dies, their personal representatives may continue as a party to this agreement on the same terms. If the personal representative does not wish to continue, the deceased Claimant's claim shall lapse and their provisional share of costs and liabilities shall be reallocated to the remaining Claimants and absorbed by those who continue to recover.

17.8 Acceptance

By signing below or by continuing to give instructions to the Solicitors after receipt of this agreement, each Claimant confirms their acceptance of all terms. Continuing instructions following the expiry of 14 days from receipt shall be treated as acceptance.

SIGNED by the Solicitors

Goldman Finch Limited

Signature: JW Whittle

Name (print): Jonathan William Whittle

Position: Chief Legal Officer

Date: 31/07/2026

SIGNED by the Committee Members

(To be added separately or by counter-signature)

Member Name: ________________________________

Member Signature: ________________________________

Date: ________________________________

ACCEPTED by Claimants

Claimants accept this agreement by: (i) signing the form below; (ii) confirming acceptance by email or online; or (iii) by continuing to give instructions to the Solicitors after the expiry of 14 days from receipt. No further counter-signature is required from each individual Claimant.

Individual Claimant Name: ________________________________

Signature: ________________________________

Date: ________________________________