

**PARTICIPATION AGREEMENT**  
**Stichting Diesel Emissions Justice**

**This participation agreement is dated \_\_\_\_\_ 2019 and made between**

1. The foundation incorporated under the laws of the Netherlands, Stichting Diesel Emissions Justice, Herengracht 282, 1016 BX Amsterdam, the Netherlands (the **Foundation**) and
2. The current or former owner or user (for example through leasing) of a car with car registration number:

Car registration number: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Zip Code and city: \_\_\_\_\_

Email: \_\_\_\_\_

hereinafter referred to as the **Participant**.

**Background**

- A The Participant has allegedly suffered losses (the **Losses**) by buying, owning or leasing a car manufactured by one or more of Volkswagen Group AG and other responsible parties, such as SEAT, Skoda, Porsche and Audi (the **Defendants**) who fraudulently manipulated the software of that car model in emissions testing situations and made several misrepresentations concerning the true levels of these emissions, also known as the diesel emissions scandal (the **Diesel Fraud**).
- B The Foundation is or will be pursuing actions against the Defendants for the purpose of providing compensation to (former) car owners and/ or users for Losses suffered in connection with the Diesel Fraud.
- C Pursuant to its deed of incorporation, the Foundation is authorized to enter into this participation agreement.

**The Parties agree as follows:**

- Article 1. The Participant supports the goal of the Foundation and will support any reasonable judgment or settlement obtained by the Foundation for the benefit of the Participant. To that end, the Participant grants the Foundation the exclusive right and authorisation to discuss and negotiate on his/her behalf the terms of an agreement with the Defendants with the aim of achieving an amicable settlement with respect to any Losses and to pursue litigation (if considered appropriate) against one or more of the Defendants in the name of and on behalf of the Participant. The Participant explicitly grants permission to the Foundation to include his/her name and details about his/her Losses in procedural documents and other confidential information that the Foundation exchanges with the court and/or Defendants. At the Foundation's request, the Participant will provide any evidence about his/her ownership and/or user rights (for example lease) in relation to the

respective car(s), his/her Losses and all other relevant information required in negotiations and court proceedings.

- Article 2. Participant acknowledges that the Foundation can take the position that the conditions of a (proposed) settlement do not sufficiently serve the interests of the Participant. In that case the Foundation may pursue further negotiations, litigation or other actions as envisioned in the Foundation's deed of Incorporation. However, if a settlement agreement can be executed by the Foundation for the benefit of all, or part of, its Participants, the Participant will support any request that the Foundation makes with any court for the approval of the settlement agreement, including any fee arrangements included in such agreement.
- Article 3. The Foundation operates on the basis of 'no cure no pay'. This means that the Participant has no upfront obligation to make any payment to the Foundation or its counsel. The Parties acknowledge that the Foundation can only pursue (legal) action against the Defendants with adequate funding by a third-party litigation funder (the **Funder**).
- Article 4. Only in case compensation ("Proceeds") becomes payable and no longer subject to recourse to the Participant, the Foundation or, ultimately, the Funder, will be entitled to a contingency Fee ("Fee") of up to 27,5% (inclusive of Value Added Tax, if any) of the Proceeds to compensate the Foundation for costs incurred for the benefit of the Participant, which include both costs for legal assistance (Legal Fee) and costs for arranging and obtaining pre-financing from the Funder (Financial Fee). The Participant irrevocably accepts and agrees with direct payment of the Fee by the Defendants or any designated third party to the Foundation or, ultimately, the Funder.
- Article 5. The Participant hereby releases the Foundation, its board of directors, its supervisory board, its advisors and the Funder from any claims, liabilities or obligations that relate in any way to the pursuit of litigation or the negotiation, execution or implementation of any settlement agreement by the Foundation in this matter, except in case of gross negligence or wilful misconduct.
- Article 6. The Participant can withdraw from this agreement upon 30 days written notice. However, the Participant will still owe the Fee to the Foundation or, ultimately, the Funder if the Participant withdraws: (i) after the date on which a settlement with the Defendants has been announced, or (ii) in case litigation initiated by the Foundation has resulted in a positive outcome on the merits of the case.
- Article 7. This agreement is governed by and construed in accordance with the laws of the Netherlands. All disputes arising out of or in connection with this agreement shall, if no amicable settlement can be reached between the Parties within ten (10) business days, be referred to the competent court in Amsterdam, the Netherlands.