

## DEED

### **PARTIES**

This deed (“**Deed**”) is made this 2 June 2026 between:

- a. LCM Funding UK Limited (“**Funder**”); and
- b. Consumers’ Association (“**Proposed Class Representative**” or “**PCR**”)

individually a “**Party**” and together the “**Parties**”.

### **WHEREAS**

A The PCR has brought opt-out competition law damages proceedings against Apple Inc, Apple Distribution International Ltd and any other companies or legal entities that may reasonably be named as a defendant (the “**Action**”).

B On or about 6 November 2024:

- (i) The Funder and PCR entered into a Litigation Funding Agreement (the “**LFA**”);
  - (ii) The Funder, PCR, Willkie Farr & Gallagher (UK) LLP (“**Solicitors**”), Philip Woolfe KC of Monckton Chambers (“**Leading Counsel**”) and Litica Ltd (“**ATE Insurers**”) entered into a Priorities Deed;
  - (iii) The Funder, Solicitors, Leading Counsel and Jack Williams of Monckton Chambers (“**Junior Counsel**”) entered into a Deed of Adherence;
  - (iv) The PCR issued the Solicitors a Letter of Irrevocable Instructions;
  - (v) The Solicitors issued the Funder with a Reliance Letter;
  - (vi) The PCR and Solicitors entered into an Engagement Letter;
  - (vii) The PCR and Leading Counsel entered into a Conditional Fee Agreement; and
  - (viii) The PCR and Junior Counsel entered into an Agreement.
- (together, the “**Funding Documents**”, each of which is appended hereto).

C As set out in this Deed, the Parties wish to amend the LFA.

D The Parties wish to record their agreement and understanding that, save as set out in this Deed in respect of the LFA, the Funding Documents shall continue in full force and effect.

### **AGREEMENT**

#### **1. Interpretation**

1.1. Unless otherwise defined in this Deed, terms used in this Deed shall have the same meaning given to them in the LFA (as amended by this Deed).

1.2. References to clauses are to clauses of this Deed unless otherwise stated.

## 2. Amendments to the LFA

2.1. With effect on and from the date of this Deed, the LFA shall be amended as follows:

2.1.1. A new defined term shall be inserted at clause 1.11 as follows:

***“Budget”** means the projected budget for the Action attached to this Agreement as Annexure A, and incorporates any amendments, updates or additions to the projected budget that are agreed between the Parties in writing.*

and all subsequent clause numbers in clause 1 of the LFA shall be renumbered accordingly.

2.1.2. The definition of **“Action Costs”** at clause 1.2.1 of the LFA shall be amended by inserting the words *“in accordance with the Budget”* as follows:

*The reasonable costs and expenses incurred by the PCR in pursuit of the Action in accordance with the Budget comprising, but not limited to...*

2.1.3. The definition of **“Counsel”** (clause 1.22 of the LFA, as renumbered) shall be deleted and replaced with the following:

***“Counsel”** means Philip Woolfe KC of Monckton Chambers (**“Leading Counsel”**) and/or any other King's Counsel, Jack Williams of Monckton Chambers and Rowan Stennett of Blackstone Chambers (each **“Junior Counsel”**) and/or any other junior counsel retained by the PCR.*

2.1.4. Clause 3.1.8 of the LFA shall be amended by replacing the word *“agreement”* with *“agreements”*.

2.1.5. Clause 4.2 of the LFA shall be amended by inserting the words *“incurred, in accordance with the Budget,”* after the words *“the Funder agrees to pay the Action Costs”*.

2.1.6. Clause 4.3 of the LFA shall be deleted and replaced with the following:

*In conducting the Action, the PCR shall take all reasonable steps to minimise and control the Action Costs and shall instruct its Solicitors to comply with the Budget.*

2.1.7. Clause 17.1 of the LFA shall be deleted and replaced with the following:

*If the Funder reasonably considers (such view to be reached based on independent legal and expert advice which has been provided to the Funder) that:*

*(a) the merits of any Claim are materially worse than the Funder's assessment at the signing date; or*

*(b) any Claim is no longer economically viable, when compared with the Funder's assessment at the signing date,*

*then the Funder may give the PCR not less than forty (40) Business Days written notice of its intention to terminate this Agreement, subject to the right of*

*the PCR to seek Expert Determination, of the Funder's Determination, under clause 15.*

- 2.1.8. The notice details at clause 23.2.3 of the LFA shall be amended by (i) deleting the name "[REDACTED]" and replacing it with "[REDACTED]"; and (ii) deleting the email address "[REDACTED]" and replacing it with "[REDACTED]".
- 2.2. The Parties agree that, save as amended by this Deed, the LFA shall continue in full force and effect.
- 2.3. The rights and obligations of the Parties (other than as expressly amended by this Deed) shall continue to be governed by and construed in accordance with the provisions of the Funding Documents, which shall continue in full force and effect.

### **3. Assignment**

- 3.1. This Deed shall be binding upon and shall endure for the benefit of the successors in title and permitted assignees of the Parties hereto.

### **4. Notices**

- 4.1. Any notice or other communication given in connection with this Deed:
  - 4.1.1. shall be in writing; and
  - 4.1.2. must only be given by marking it for the attention of the relevant Party (as set out in clause 4.4); and
  - 4.1.3. leaving it by hand (including by courier and/or registered post) at; or
  - 4.1.4. sending it by email to,  
  
the relevant address or email address(es) set out in clause 4.4 (or as otherwise notified by a Party in accordance with clause 3.4).
- 4.2. Any such notice or other communication shall be deemed to have been received if:
  - 4.2.1. left by hand, at the time of leaving it; and
  - 4.2.2. sent by email, when sent,  
  
provided that if deemed receipt occurs before 9.00 am on a Business Day, the notice shall be deemed to have been received at 9.00 am on that day, and if deemed receipt occurs after 5.00 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 am on the next Business Day.
- 4.3. In proving service it shall be sufficient to prove that the notice or other communication was addressed to the address of the relevant Party set out in this Deed (or as otherwise notified by that Party under this Deed) and that, if:
  - 4.3.1. left by hand, that the envelope containing the document was left at the relevant address; or
  - 4.3.2. sent by email, that despatch of the email was confirmed.

4.4. The addresses and email addresses of the Parties for the purposes of clause 3.1 are:

<b>Party:</b>	<b>Address:</b>	<b>Marked for the attention of:</b>	<b>Email address:</b>
Funder	181 Queen Victoria Street, London EC4V 4EG	██████████ ██████████	██████████ ██████████
PCR	2 Marylebone Road, London, NW1 4DF	██████████	██████████ ██████████

or such other address or email address as may be notified in writing from time to time by the relevant Party to the other Party by not less than five (5) Business Days' notice.

**5. Variation**

5.1. No variation to this Deed shall be valid unless it is in writing and signed by the Parties' authorised signatories.

**6. Invalidity and severability**

6.1. If any provision of this Deed shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Deed which shall remain in full force and effect.

**7. Counterparts**

7.1. This Deed may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

**8. Dispute resolution**

8.1. Any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by a sole arbitrator under the rules of the London Court of International Arbitration ("LCIA").

8.2. The seat of arbitration will be London and the language of the arbitration will be English and this arbitration agreement is governed by the laws of England and Wales.

8.3. The arbitrator will be appointed by agreement of the Parties provided that, if they cannot reach agreement within ten (10) Business Days of the reference to arbitration of the relevant dispute, then any Party can apply to have the arbitrator appointed by the LCIA.

8.4. Nothing in this Deed shall prevent any Party from seeking any provisional or preliminary or interim relief (including, but not limited to, injunctions, attachments or other such orders in aid of arbitration) from any court of competent jurisdiction, and any such application to a court for provisional/preliminary relief shall not be deemed incompatible with the above agreement to arbitrate or a waiver of the right to arbitrate.

8.5. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse based on grounds insofar as such waiver can validly be made.

**9. Governing law**

9.1. This Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

**10. Contracts (Rights of Third Parties) Act**

10.1. A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Deed.

*[SIGNATURE BLOCKS REMOVED]*