Compliance with Claim Code 2019 - 2025 to 4 August 2025
Justice for Players Foundation

INTRODUCTION

1. Stichting Justice for Players (the "**Foundation"**) was incorporated in June 2025 in accordance with Article 3:305a of the Dutch Civil Code ("**BW**"). the Foundation is a foundation under Dutch law, not for profit, with its registered office in Utrecht. the Foundation has a board of directors (the "**Board**") and a supervisory board (the "**Supervisory Board**"). Both bodies currently consist of three members.

2. The Foundation aims to promote the interests of professional athletes, in particular against infringements of European and national legislation aimed at protecting employees. The purpose statement of the Foundation in its articles of association (the "**Articles of Association**") reads as follows:

> *"to represent the interests of the Injured Parties in relation to any form of prejudice which the Injured Parties claim to have suffered or to be suffering as a result of regulations pertaining to labour or service provision of (semi)professional sportsmen, including but not limited to one or more violation(s) of (European, Dutch or foreign) competition law, consumer law, labour law or free movement of persons by sports federations, sports clubs, sports associations or other organisations active in (semi)professional sports."*

3. The Foundation is a collective representative organisation within the meaning of Article 3:305a of the Dutch Civil Code. From that starting point, the Foundation focuses, among other things, on compliance with European and national legislation aimed at protecting professional sportsmen and women. The Foundation aims to raise awareness, enter into dialogue with infringing parties and, if necessary, initiate legal proceedings against infringing parties. the Foundation aims to improve the legal position of duped sportsmen and sportswomen and carries out actions in line with its statutory objective.

4. The Foundation complies with the requirements of Article 3:305a of the Dutch Civil Code, which sets out statutory criteria for representation by representative organisations in collective disputes. In addition, the governance structure of the Foundation is in line with the provisions of the Claim Code of 4 March 2019 (the "**Claim Code**"). This code, drafted by the Claim Code Committee, is applicable to, among others, foundations acting in accordance with Article 3:305a of the Dutch Civil Code or Article 7:907 of the Dutch Civil Code, whose object and activity is (partly) to enter into one or more settlement agreements, to act with a view to entering into and the declaration of such an agreement as binding, or to initiate (other) legal actions to protect the similar interests of a group of (legal) persons, as set out in their articles of association.

5. The Claim Code is structured according to the 'comply or explain' principle: an interest group, such as the Foundation, may deviate from the principles in the Claim Code, but must explain the deviation and the reason for it. In this document, the Foundation, its Board and its Supervisory Board explain how and to what extent the Foundation complies with each of the principles in the Claim Code. To the extent the Foundation does not follow the Claim Code, its Board provides an explanation with the reason for the deviation. Currently, the Foundation does not deviate from the Claim Code.

PRINCIPLE I: CODE COMPLIANCE AND ENFORCEMENT

6. The Foundation follows Principle I of the Claim Code.

7. Pursuant to article 2.4 of the Articles of Association, the Foundation will organise its articles of association, organisation and working methods as much as possible in line with the principles and elaborations included in the Claim Code or, if it deviates from it, will explain on its website why it deviates from it.

8. Each year, the Foundation publishes the outline of its governance structure on its publicly accessible website: https://www.justiceforplayers.com/. This information will remain accessible on this as long as the Foundation operates. Any change in the governance structure requires the prior approval of the Supervisory Board (Article 6.2 of the Articles of Association).

PRINCIPLE II: PROMOTION OF COLLECTIVE NON-PROFIT INTERESTS

9. The Foundation follows Principle II of the Claim Code.

10. The Foundation and the (legal) persons directly or indirectly affiliated to it have no profit motive in the performance of their activities. This is laid down in article 2.3 of the Articles of Association. Interested parties do not have to pay to sign up for the Foundation's actions. Only if a sum of money (compensation) is paid in the actions by one or more defendants, part of it will be deducted from the compensation awarded to interested parties for the costs of the action. The Foundation publishes financial statements on its website every year.

11. Safeguards to prevent any (legal) person from disposing of the Foundation's assets as if they were his or her own are enshrined in article 3.2 of the Articles of Association. A two-signature system is enshrined in Article 7.2 of the Articles of Association. Furthermore, in a resolution to dissolve, the Board shall determine the allocation of any surplus after liquidation in accordance with the purpose of the Foundation and shall ensure that it benefits the participants involved in the Foundation or an institution or organisation established under Section 6.33(1)(b) of the Income Tax Act 2001. This is laid down in Article 19.3 of the Articles of Association. A resolution for dissolution is subject to the prior written approval of the Supervisory Board pursuant to Article 19.1

of the Articles of Association.

PRINCIPLE III: EXTERNAL FINANCING

12. The Foundation follows Principle III of the Claim Code.

13. The Foundation has entered into an agreement with Deminor Legal Investments Sàrl (the "**Litigation Funder**") to finance the mass tort claim against FIFA and various national football associations. The Foundation and the Litigation Funder have jointly prepared a budget sufficient to cover the mass compensation claim until the final verdict. With this, the Foundation has and can have sufficient financial resources to meet the costs of a legal action.

14. The Foundation does not accept any other services from the Litigation Funder other than funding.

15. The Foundation has examined the *track record* (expertise and experience), capitalisation and reputation of the Litigation Funder and considers the Litigation Funder suitable to enable the Foundation to pursue its statutory purpose statement. The Litigation Funder is an internationally operating Litigation Funder with extensive experience in (Dutch) mass tort claims.

16. The Foundation (supported by experienced advisers) and the Litigation Funder negotiated extensively the terms of the funding agreement. In doing so, the Foundation assured that the terms did not conflict with its statutory objective and the collective interests of its statutory supporters. The negotiations with the Litigation Funder showed a broad understanding of the Foundation's objective and the drive for fair regulation of professional athletes.

17. The members of the Board, the Supervisory Board and the lawyers and other service providers engaged by the Foundation are independent of FIFA, the Litigation Funder and their affiliates. This is required by Article 5.2 and Article 10.2 of the Articles of Association. No member of the Supervisory Board has been appointed on the nomination of the Litigation Funder. The Litigation Funder and its affiliated parties are independent of FIFA and the national football associations.

18. The lawyers of the Foundation act exclusively on behalf of the Foundation and its constitution and do not take on any assignment(s) in the relevant case from the Litigation Funder or their affiliated (legal) persons or other parties.

19. The funding agreement is in writing, governed by Dutch law and contains a forum selection clause for the Netherlands Arbitration Institute. The Litigation Funder chose in the agreement to be domiciled in Tilburg. The funding agreement contains various safeguards as required by the Claim Code. Control over the litigation and settlement

strategy lies solely with the Foundation. The funding agreement may be shared (confidentially) with the court and contains safeguards on notice and early termination before final judgment is obtained at first instance (barring special circumstances) as referred to in Principle III, elaboration 6, of the Claim Code. The funding agreement also contains an arrangement that safeguards the confidentiality of the Foundation's information and delineates what information the Litigation Funder has confidential access to.

20. In return for bearing the risk and costs, the Litigation Funder receives a fee. Funding takes place on a non-recourse basis. This means that if proceedings are lost and no settlement is achieved, the Litigation Funder receives no fee. If successful, the fee for the Litigation Funder is paid from the compensation realised for the injured parties. This compensation consists of (i) a reimbursement of costs advanced by the Litigation Funder, and (ii) a success fee, calculated as a percentage of the total compensation amount. In addition, the advisers engaged by the Foundation from the Dupont-Hissel firm and the Foundation's lawyers also receive a success fee. These fees are capped. In total, the combined fees for the Litigation Funder, the advisers and the lawyers may never exceed 25% of the total compensation amount. This means that, in principle, participants in the Collective Action always receive at least 75% of the final compensation, minus the costs of the legal proceedings.

21. The Foundation aims to charge the costs incurred (including the costs of financing) in full to the parties addressed. The relevant information on funding, its terms and conditions and the Litigation Funder is published on the Foundation's website.

22. The fee for the Litigation Funder depends on the total compensation payable by FIFA and the other defendants. The amount of compensation for the professional athletes depends, among other things, on when, where and how long the player was active.

23. We assume that around 100,000 professional football players are eligible for compensation. Injured players will always receive at least 75% of the compensation. To the extent that it is established by a court ruling or by law that Turnover Tax (currently 21%) is due on the compensation for the Litigation Funder, this may be deducted from the monetary amount of at least 75%. In that case, duped players will receive a minimum of 69.75%. An explanation of the financing structure has been published on the Foundation's website, as well as sample calculations. The sample calculations may differ from the actual compensation, serve only as examples and give no indication of the likelihood of success. the Foundation is not obliged to realise a minimum compensation amount.

PRINCIPLE IV: INDEPENDENCE AND AVOIDANCE OF CONFLICT OF INTEREST

24. The Foundation follows Principle IV of the Claim Code.

25. The Board of the Foundation is composed in such a way that the members can operate independently and critically in relation to each other, the Supervisory Board, the Litigation Funder and the Foundation's stakeholders. The absence of interests that detract from the independence of the members of the Board and the Supervisory Board is guaranteed in Articles 5.2 and 10.3 of the Articles of Association. The absence of family or similar relationships within the Board and between Board members and the Supervisory Board and the Process Funder is prescribed in Articles 5.3 and 10.3 of the Articles of Association.

26. The Foundation does not enter into (and has not entered into) any agreements with (legal) persons or other entities involving a member of the Board or the Supervisory Board in the capacity of Board member, founder, shareholder, supervisor, partner, partner or employee, whether or not through a close family or similar relationship as described in elaboration 1 of Principle IV of the Claim Code. The Management Board and the Supervisory Board ensure that this will continue to be the case.

27. The main and ancillary positions of the members of the Management Board and Supervisory Board are published on the Foundation's website. Any interests that could give rise to doubts about their independence are listed there. If a conflict of interest arises among the members of the Board, Articles 9.5 and 13.6 of the Articles of Association contain regulations on how to deal with it.

PRINCIPLE V: THE COMPOSITION, TASK AND WORKING METHOD OF THE BOARD

28. The Foundation follows Principle V of the Claim Code.

29. The Board of the Foundation consists of three persons and is composed in such a way that it has the specific expertise required for adequate representation of the interests described in the objective of the Articles of Association. The Board represents the Foundation acting jointly. The power of representation also accrues to two Directors jointly.

30. The Board of the Foundation currently consists of: Lucia Melcherts, Franco Baldini and Dolf Segaar.

31. Lucia Melcherts is a legal generalist with extensive experience in legal services both in the corporate environment and the non-profit sector. She has experience and capabilities to represent the Foundation in discussions with infringing parties and stakeholders. Franco Baldini is a former professional footballer and agent. He spent over 20 years in different senior management roles at top international clubs and organizations, including AS Roma, Real Madrid, Tottenham Hotspur and the England National Team. Franco Baldini knows the football world from the inside and thus has the specific professional expertise needed to adequately assist supporters in the

proposed proceedings. Dolf Segaar has more than 30 years of experience as a lawyer for clients in the sports industry. Over the years, he has become a trusted advisor in the field of sports law. With this background, he is well equipped to represent supporters as a director.

32. Article 6.2 of the Articles of Association states that potentially far-reaching decisions require the prior written approval of the Supervisory Board, with a list of decisions to which this applies in any case. The Supervisory Board is authorised to subject other decisions to its approval pursuant to Article 6.3 of the Articles of Association.

33. In accordance with Article 14.1 of the Articles of Association, the Board of the Foundation accounts to the Supervisory Board at least once a year for the general lines of the policy pursued and to be pursued in the future. The Board of the Foundation submits the balance sheet and statement of income and expenditure to the Supervisory Board for approval after the end of each financial year (Article 16.4 of the Articles of Association).

34. The Foundation has a publicly accessible website: https://www.justiceforplayers.com/. On it, it posts the important information in accordance with article 3:305a of the Dutch Civil Code and the Claims Code. On it, the Foundation also posts the other publications and information specified in the Dutch Code of Civil Procedure, insofar as this is determined and ordered by the court. In addition, the Foundation may maintain contact with its participants through the website.

PRINCIPLE VI: REMUNERATION OF BOARD MEMBERS

35. The Foundation follows Principle VI of the Claims Code.

36. Since June 2025, the members of the Board of the Foundation receive a reasonable expense allowance and remuneration that is in reasonable proportion to the nature and intensity of their work. The Supervisory Board of the Foundation determines that remuneration as stipulated in Article 6.2 of the Articles of Association. In accordance with Article 16 of the Articles of Association, the Foundation publishes information on the nature and extent of remuneration. It includes that information in the annual accounts and publishes the main points of the remuneration policy on its website (also) via this document.

37. The members of the Board each receive a fixed remuneration for their work of € 2,500 per month (excluding VAT) during the first year of their term, and €1,666.67 per month (excluding VAT) from the second year onward. The remuneration is set on the basis of an average time commitment of one day per week. Members of the Board receive no remuneration for additional work. The remuneration of the members of the Board of the Foundation is not linked to a unit of time. If it were, the remuneration of the

members of the Board would be higher at a market-based rate given the time investment and the amount of work due to the interest served by the Foundation in and outside the collective proceedings.

PRINCIPLE VII: THE SUPERVISORY BOARD

38. The Foundation follows Principle VII of the Claim Code.

39. The Supervisory Board of the Foundation currently consists of Melchior Wathelet (chairman), Oliver Budzinski and Karen Harmsen. The Supervisory Board is composed in such a way that its members can operate independently and critically with regard to each other and the Board and with regard to the interests promoted by the Foundation.

40. Melchior Wathelet is a Belgian politician and former judge at the European Court of Justice. He was Minister-President of Wallonia from 1985 to 1988. Oliver Budzinski has been professor of economic theory (chair holder) at Ilmenau University of Technology since 2012. Karen Harmsen is a lawyer and professor of corporate law at the University of Amsterdam. The Supervisory Board thus has specific experience and financial and legal knowledge relevant for adequate supervision of the collective claim and the representation of the interests defined in the Statute's purpose statement.

41. Article 11.3 of the Articles of Association requires the Board to provide the Supervisory Board with the information specified in Principle VII, elaboration 6 of the Claim Code. The members of the Supervisory Board receive a reasonable and not excessive expense allowance and attendance fee of €344.35 per month (excluding VAT) each year from June 2025. These fees were set by the joint meeting of the Board and the Supervisory Board as stipulated in Article 11.6 of the Articles of Association. The remuneration is in reasonable proportion to the nature and intensity of their work for the Foundation and is published on the website. Otherwise, they receive no remuneration.

42. In accordance with Articles 8.2 and 12.1 of the Articles of Association, the Supervisory Board meets at least twice a year independently and once a year jointly with the Board to discuss the general lines of strategy and the policy pursued and to be pursued in the future. In practice, the Board and the Supervisory Board have more frequent consultations. It provides solicited and unsolicited advice to the Board of the Foundation and has been given the power to subject all Board decisions to its approval in Article 6.2 of the Articles of Association. The Supervisory Board prepares an annual document in which it gives an outline account of the supervision carried out. This document, together with other information, is published on the website.

43. Article 16.7 of the Articles of Association states that the balance sheet and the statement of income and expenditure require the approval of the Supervisory Board. The Supervisory Board will instruct the Board to have the balance sheet and statement

of income and expenditure examined by a chartered accountant, accounting consultant or other expert within the meaning of Article 2:393 of the Dutch Civil Code, appointed by the Supervisory Board. This expert shall report to the Supervisory Board and shall express the result of his examination in a declaration regarding the fairness of the balance sheet and the statement of income and expenditure. He shall bring his report to the attention of the Board of the Foundation.

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