

POWER OF ATTORNEY

Please serve formal deliveries only to the authorised representative(s)!

Marzillier, Dr. Meier & Dr. Guntner RA GmbH
Prinzregentenplatz 23
81675 München
Tel.: 0 89 47 70 22
Fax: 0 89 470 76 16

Is herewith in the case

[Redacted] ("Client")

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MAN SE, and / or MAN Truck & Bus AG, and / or MAN Truck & Bus Deutschland GmbH, and / or Daimler AG, and / or CNH Industrial N.V., and / or Fiat Chrysler Automobiles N.V., and / or Iveco S.p.A., and / or Iveco Magirus AG, and / or AB Volvo (publ), and / or AB Lastvagnar AB, and / or Renault Truck SAS, and / or Volvo Group Trucks Central Europe GmbH, and / or PACCAR Inc., and / or DAF Trucks N.V., and / or DAF Trucks Deutschland GmbH, and / or Scania AG, and / or Scania CV AG, and / or Scania Deutschland GmbH

Re: **Litigation funding and engagement of McDermott Will & Emery ("McDermott")** in relation to damage claims resulting from and relating to the infringements established by the European Commission in its decisions of 19 July 2016 and 27 September 2017 in case AT.39824 – Trucks ("**Matter**"),

granted Power of Attorney

for the establishment and termination of contractual relationships, with the exemption from the restrictions of § 181 BGB, in particular also for the agreement of the terms of the engagement ("**Terms of Engagement**") of McDermott, the law firm which will be involved in the Matter. The Terms of Engagement include in particular:

- the obligation to decide on actions and omissions with regard to the Matter only in accordance with McDermott's instructions;
- the consent that McDermott may accept mandates of third parties in cases not related to the Matter, even if these are directed against the Client;

POOBLASTILO

Prosimo, da vsa pisanja naslovite le na pooblaščenca/pooblaščenke!

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se v zadevah

[Redacted] (»Stranka«)

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zaradi: **financiranja pravnih postopkov in pooblastila za zastopanje podjetju McDermott Will & Emery („McDermott“)** v zadevah v zvezi z uveljavljanjem odškodninskih zahtevkov iz in v zvezi z ugotovljenimi kršitvami zaradi kartelnega dogovarjanja, ugotovljenimi z odločbo Evropske komisije z dne 19. julija 2016 in 27. septembra 2017 v zadevi AT.39824 - Trucks („**Stranka**“),

pooblašča

za sklepanje in prenehanje pogodbenih razmerij, brez omejitev po 181. členu BGB, zlasti za sklepanje dogovorov o pogojih mandatnega razmerja družbe McDermott, vključene v izvedbo mandata. Med pogoje mandatnega razmerja spada med drugim tudi:

- obveznost, da se dejanja in opustitve glede predmeta spora izvajajo izključno po navodilih Mc Dermott;
- soglasje, da lahko Mc Dermott prevzame tudi zastopanje tretjih, tudi če so zahtevki zoper mandanta vloženi v kakšnem drugem in ne v predmetnem postopku;

• the agreement on German law as governing law and the exclusive place of jurisdiction at the District Court Munich I; • the limitation of McDermott's liability to €10 million; • a waiver of McDermott's liability in the event of non-observance of e-mails; The authorization also applies to the submission and receipt of unilateral declarations of intent (e.g. notices of termination) in connection with the Matter. The power of attorney applies to all levels of jurisdiction and any accessory and subsequent proceedings (e.g. attachment and temporary injunction, proceedings related to decision fixing costs, execution, intervention, judicial sale, sequestration and deposit as well as insolvency proceedings with respect to the opposing party's property). Place Date Client Represented by Signature	• dogovor o uporabi nemškega prava in izključni pristojnosti Deželnega sodišča München I; • omejitev odgovornosti podjetja McDermott na 10 milijonov EUR; • neuveljavljanje odgovornosti podjetja McDermott za premier neupoštevanja elektronskih sporočil; Pooblastilo velja tudi za podajo in sprejem enostranskih izjav volje (npr. odpovedi) v zvezi z mandatnim razmerjem. To pooblastilo velja za vse instance in zajema tudi stranske in nadaljevalne postopke (npr. arest in začasne odredbe, postopke za določitev stroškov, izvršbo, intervencijsko in prisilno dražbo, prisilno upravo in postopke deponiranja in postopke zaradi insolventnosti nad premoženjem nasprotne stranke). Kraj, država Datum Stranka / podjetje : naziv, naslov, žig / Katerega zastopa / direktor Podpis