

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 31 day of May, 2022 by and between:

- i) Euroconsumers AISBL and each of its associated national organizations Altroconsumo (Italy), OCU (Spain), Association des consommateurs Test Achats SC/Verbruikersunie Test Aankoop CV (Belgium) and Deco Proteste (Portugal) (collectively and each of them individually unless otherwise specified below, “Euroconsumers”); and
- ii) HP Inc., on its own behalf and on behalf of its Affiliates, as defined below, in particular those registered in Italy, Spain, Belgium and Portugal including specifically HP Italy S.r.l., HP Printing and Computing Solutions S.L.U., HP Belgium BV. and HPCP Computing and Printing Portugal Unipessoal, Lda. (hereinafter, collectively, “HP”).

WHEREAS, Euroconsumers is the world’s leading consumer cluster in innovative information, personalized services and defense of consumers’ rights, and each of its associated national organizations are deemed to be among the leading consumer protection associations in their respective countries;

WHEREAS, Euroconsumers has raised concerns and threatened litigation on behalf of consumers in Italy, Spain, Belgium and Portugal (hereinafter, collectively, the “Settlement Countries”) based upon the decision of the Italian Antitrust Authority (“IAA”) in case number PS11144 – *Cartridges* issued on November 17, 2020 (“the IAA Decision”);

WHEREAS, Euroconsumers contends HP committed unfair and aggressive commercial practices as set forth in the IAA Decision against consumers in the Settlement Countries (hereinafter, the “Claims”);

WHEREAS, HP has appealed the IAA Decision on the merits and that appeal is still pending;

WHEREAS, HP has denied and continues to deny the Claims, any wrongdoing, and any liability whatsoever based upon violation of any laws in the Settlement Countries, including but not limited to, consumer protection laws in those countries;

WHEREAS, Euroconsumers has considered the matter and concluded that, while standing by its Claims, resolving the Claims against HP according to the terms set forth below is in the best interest of its members and consumers in general in the Settlement Countries;

WHEREAS, HP, despite its belief that its appeal of the IAA Decision should be upheld and that it is not liable for the Claims asserted by Euroconsumers, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the uncertainties and business disruption and burden of litigation, and to obtain the releases and promises contemplated by this Agreement, as more particularly set out below;

WHEREAS, both Euroconsumers and HP agree that this Agreement shall **not** be deemed or construed to be an admission or evidence of the truth of any of the Claims or any of the allegations raised in the IAA Decision, or any admission of wrongdoing or liability;

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WHEREAS, arm’s-length settlement negotiations have taken place between counsel for HP and counsel for Euroconsumers;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Claims be settled and compromised **with prejudice** to current or future litigation (whether individual or collective) or any other sort of legal action (including but not limited to complaints to consumer and/or competition law enforcement agencies) by Euroconsumers (including its members) against HP (including its affiliates and subsidiaries) based upon any of the Claims and/or any other matters embraced in the IAA Decision, on the following terms and conditions:

Section A - Definitions

1. “Affiliates” shall mean any company controlling or controlled (within the meaning of art. 2359 of the Italian civil code), directly or indirectly, by HP.
2. “Consumers” shall mean any persons, without limitation, entitled to the protections of national and European consumer laws applicable in the Settlement Countries. This generally includes natural persons acting for private purposes in all four (4) Settlement Countries, as well as micro-businesses in Italy.
3. “DS” shall mean HP’s Dynamic Security feature.
4. “Tier One Printer” shall mean any of the following HP printers and cartridges combinations listed below:

Tier 1 – HP Printers	Cartridge Supplies
HP Officejet Pro 6230	HP 934/935
HP Officejet Pro 6830	
HP Officejet Pro 6835	
HP Officejet Pro 8610	HP 950/951
HP Officejet Pro 8615	
HP Officejet Pro 8620	
HP Officejet Pro 8630	
HP Officejet Pro X476dn MFP	HP 970/971
HP Officejet Pro X576dw MFP	
HP Officejet Pro X451dn	
HP Officejet Pro X451dw	
HP Officejet Pro X551dw	

5. “Printer Discussed in the IAA Decision” shall mean any of the following HP printer and cartridges combinations discussed in the IAA Decision as being printer or cartridge models particularly affected by DS:

AGCM Decision – HP Printers	Cartridge Supplies
HP OfficeJet 6950/6951	HP 903
HP OfficeJet Pro 6960	
HP OfficeJet Pro 6970	



HP OfficeJet Pro 8710/8715/8718/8719	HP 953
HP OfficeJet Pro 8720/8725	
HP OfficeJet Pro 8730	
HP OfficeJet Pro 8740	
HP OfficeJet Pro 8210/8218	
HP OfficeJet Pro 7720/7730	
HP OfficeJet Pro 7740	HP 913 / HP 973
HP PageWide Pro 352	
HP PageWide Pro 377 MFP	
HP PageWide Pro 452	
HP PageWide Pro 477 MFP	
HP PageWide Pro 552/	
HP PageWide Pro 577 MFP	

6. “Settlement Class” shall refer collectively to all Consumers in Italy, Spain, Belgium and Portugal who own(ed) an HP printer that is concerned by any of the allegations of the type raised in the IAA Decision.

7. “Claiming Consumers” means each member of the Settlement Class who owned a Tier 1 printer in September 2016 and/or a Printer Discussed in the IAA Decision and suffered harm from an unexpected DS-related event before 17 November 2020, and timely elects to seek compensation pursuant to the Claims Procedure to be established by Euroconsumers under the terms of this Agreement.

8. “The Settlement Fund” shall be \$1,500,000 (USD), or its equivalent in euros at the date of the transfer of funds. The Settlement Fund shall not be increased under any circumstances.

9. The “Settlement Bank Account” shall mean the bank account under the name of Euroconsumers AISBL in Belgium into which the Settlement Fund shall be deposited and maintained as set forth in paragraph 18 below.

10. “Administration Expenses” shall mean the reasonable expenses (including attorneys’ fees and expenses) Euroconsumers has incurred and will presumably incur to negotiate and execute this Agreement and administer the Claims Procedure contemplated herein in all four Settlement Countries during the relevant period, including but not limited to, external counsel legal fees and the provision of the services and actions described in paragraphs 25-27 (regarding Required Documentation), 29 (Identification of Consumers and compliance with the GDPR), 30 (Publish in the Settlement Countries the terms of this settlement that are required to identify potential members of the Settlement Class and, in general, administer the Claims for the relevant six (6) month period or any extension thereof), 31/32 (Calculation of the Flat Settlement Compensation and Increase thereof), 33 (Decreases of the Settlement Compensation), 34 (Determination of the Final Settlement Compensation for all Allowed Claims and processing payment thereof to relevant Claiming Consumers), and 37 (taxes and tax expenses, including stamp duties (*imposta di registro*), if any, resulting from the Settlement Compensation).

11. “Claims Procedure” shall mean the procedure set forth in this Settlement Agreement, particularly in Section C of this Agreement, for the processing of Claims.

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12. “Claims Period” shall mean the period of time during which Claims may be submitted by Claiming Consumers as set forth in paragraph 30 of this Agreement.
13. “Final Settlement Compensation” shall be the amount to be paid to the Claiming Consumer per the calculation criteria set forth below in paragraphs 31-34 pursuant to the Claims Procedure.
14. “Required Documentation” shall mean the documents set forth in paragraph 25-27.
15. “Allowed Claims” shall mean those claims from Claiming Consumers meeting all of the requirements set forth in paragraph 25.
16. “Released Claims” shall mean the claims released as set forth in paragraphs 23 - 24.
17. “Individual Releases” shall mean the claims released as set forth in paragraph 23.

Section B - Settlement Terms

18. Payment of Settlement Fund. Within thirty (30) calendar days after this Agreement is signed by all parties, HP will transfer the Settlement Fund of \$1,500,000 (One Million and a Half US Dollars) or its equivalent in euros as of that date to Euroconsumers pursuant to the wire transfer instructions provided by Euroconsumers and attached hereto as Attachment A.

Euroconsumers shall at all times maintain the Settlement Fund in the Settlement Bank Account under the name of Euroconsumers AISBL in Belgium, assuring that the Settlement Fund is segregated from any other funds (either by assigning a specific code or by other means permitting easy traceability and audit) and that all payments of Allowed Claims are properly and clearly registered in the Settlement Bank Account.

19. Administration Expenses. Euroconsumers is to retain \$150,000 (or its equivalent in euros at the time the funds are transferred) from the Settlement Fund for Administration Expenses, leaving up to \$1,350,000 (or its equivalent in euros at the time the funds are transferred) for payment of Allowed Claims. The amount of Administration Expenses withheld by Euroconsumers cannot be increased except by a written modification of this Agreement in writing signed by all the parties and pursuant to (i) demonstration by Euroconsumers that the Administration Expenses have indeed exceeded the retained amount and (ii) satisfaction in full of all relevant claims pursuant to the terms of paragraph 34.

20. No right to attorneys’ fees. HP shall not be liable for any costs, fees, or expenses of any of Euroconsumers’ or Claiming Consumers’ respective attorneys, experts, advisors, agents, or representatives. Euroconsumers hereby expressly agree they shall have no right to recover any attorneys’ fees arising out of or in any way connected with this matter and expressly and irrevocably waive any and all such claims.

21. No admission of liability. Neither this Agreement, nor any negotiations, documents and/or discussions associated with it, shall be deemed or construed to be an admission by HP and its Affiliates or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by HP and its Affiliates, or of the truth of any of the Claims or allegations contained in the IAA Decision, or as an admission by HP and its Affiliates or



evidence of the causation of damages to Claiming Consumers for the amounts agreed as Settlement Compensation. Evidence thereof shall not be discoverable or used directly or indirectly, in any way, in any action or proceeding other than as provided in this paragraph. HP and its Affiliates expressly reserve the right to assert any and all available defenses in other actions and proceedings. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations, documents, discussions, or proceedings associated with them, nor any other action taken to carry out this Agreement by any of the settling parties shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative, or other action or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims or to enforce Individual Releases, or to defend against claims that rely on this Agreement to assert HP's liability and/or quantification of damages, or as otherwise required by law.

22. Covenant Not to Sue. Euroconsumers hereby agrees not to sue or complain (or encourage or support others in suing or complaining) against HP and its Affiliates and to withdraw from any lawsuits or complaints in any jurisdictions worldwide in relation or in connection with its Claims as well as in relation or in connection with any allegations in the IAA Decision.

In particular, Euroconsumers (including OCU and Altroconsumo in particular) represents that no complaint and/or other sort of allegations (e.g., by using the system for anonymous information, SICA) - have been filed in front of the CNMC in Spain and, whilst for the time being, there was just a request for information submitted by the CNMC to HP in Spain. Euroconsumers (including OCU and Altroconsumo in particular) agrees to cooperate in good faith with HP to publicly support this settlement, including in any communications it may have with public authorities, and (i) not make any submission to the CNMC or other public authority which could undermine this Agreement, and (ii) not to take or pursue any action before the IAA (and/or any other consumer and/or competition law enforcement agencies) following Altroconsumo's request to have access to the docket of the IAA Decision, not to use the documents and information so obtained from the IAA in any actions against HP and not to disclose such documents and information to any third party. Paragraph (i) above shall not prevent OCU from submitting documents specifically requested by the CNMC or another public authority, provided that OCU is legally obligated to provide such specifically identified documents in order to comply with a reasonable and narrowly drawn request, those documents do not include any materials received from HP during the negotiation of the settlement reflected in this Agreement, and such submission is not directly or indirectly intended to undermine the full settlement with prejudice agreed between the parties pursuant to this Agreement. In the event such a request is received by OCU, unless specifically prohibited by law, OCU shall promptly notify HP of the request and the proposed response before any documents are submitted.

Moreover, Euroconsumers represents and warrants that no similar complaints have been filed by itself or its associated national organizations with any other public enforcement authorities in Spain, Italy, Belgium or Portugal, with regard to any of the threatened Claims or the allegations of the IAA Decision.

23. Release of Claims. Pursuant to this Agreement, Euroconsumers hereby completely releases, waives, acquits, and forever discharges HP and its Affiliates from any and all claims, demands, judgments, actions, suits, causes of action, whether class, collective, individual, relating to or otherwise arising in any way from the IAA Decision (including the Claims),

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whether known or unknown, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected (including claims which, if known might have affected their settlement with and release of HP and its Affiliates), including but not limited to any conduct alleged, and claims asserted or that could have been alleged or asserted, in complaints in any of the Settlement Countries, including those arising under any applicable laws, and whether legal, statutory, or equitable (the “Released Claims”). For the avoidance of doubt, the release and waiver provided herein is meant to be as broad as legally permissible with regard to any of the threatened Claims, the allegations of the IAA Decision, or subjects discussed in this paragraph.

24. Effects vis-à-vis Affiliates of HP Inc. The covenant not to sue and the release of claims set forth in paragraphs 22 – 23 shall be irrevocable, fully binding on Euroconsumers and effective vis-à-vis HP and its Affiliates as of the date of execution of this Agreement, subject only to the payment of the Settlement Fund. The Parties agree that HP’s Affiliates are not required to declare their intention to accept such covenant not to sue or release of claims, or any other provision of this Agreement relevant to them, including pursuant to and for the purposes of Article 1411 of the Italian Civil Code or other similar statutory provisions.

Section C - Administration of Claims (the “Claims Procedure”)

25. Required Documentation. Euroconsumers shall administer claims from Claiming Consumers in accordance with this Section C (hereinafter “Claims Procedure”) using the following mandatory rules regarding Required Documentation:

- (1) No Claiming Consumer may recover Settlement Compensation unless he/she has provided proof of ownership of a Tier One Printer or a Printer Discussed in the IAA Decision. This ownership may be proven by either (a) a Print Status Report showing current ownership of said printer and Serial Number of same or an invoice or receipt of purchase or (b) an invoice or receipt of purchase or any other document, of any kind, that can adequately prove previous ownership of the printer, for printers no longer in the possession of the Claiming Consumer. Euroconsumers will track serial numbers, consumer addresses and other details (e.g., identity card or similar documents) to avoid duplication of Allowed Claims about the same printer unit.
- (2) No Claiming Consumer may recover Settlement Compensation unless he/she has provided a signed declaration, also by electronic means, stating under her/his own civil and criminal responsibility: (a) I own/owned the printer; (b) I was not aware at the time of purchase that DS on the printer would restrict the use of certain non-HP cartridges; and (c) I suffered harm as a result of DS blocking one or more non-HP clone cartridges prior to 17 November 2020 and that harm has not been compensated by the clone seller or otherwise. This statement shall be translated by Euroconsumers at its own expense as part of the administration of claims and shall be provided to HP for confirmation of the accuracy of the translation of the statement. This translation shall be made into the principal languages in each of the Settlement Countries (Italian, Spanish, Portuguese, French, Dutch).
- (3) No Claiming Consumer may recover Settlement Compensation unless he/she has signed, also by electronic means, and submitted a statement opting into the settlement described in this Agreement and waiving any and all claims, including the above-referenced “Released Claims”, causes of action, demands, actions, and suits, whether collective or individual, upon receipt of the Settlement Compensation (“the Individual



Releases”). These waivers shall be in the forms attached hereto as Attachments B (Italy), C (Spain), D (Belgium) and E (Portugal). These forms must be completed in full for any Claiming Consumer to be eligible for admission into the settlement.

Claims that meet all three of these requirements are “Allowed Claims”.

26. Required Documentation via Electronic Means. Euroconsumers and each of its associated national organizations shall be allowed to administer claims and collect required documentation by electronic means, using their respective sites according to a procedure that will be jointly validated by the parties to ensure that the identity of the Claiming Consumer can be authenticated. Euroconsumers will hold HP harmless in case any terms provided in the Allowed Claim submitted by a Claiming Consumer by electronic means is deemed unenforceable by HP or by any court or other authority due to the lack of a recognized enforceable electronic signature.

27. Maintenance of Required Documentation. Euroconsumers shall maintain a complete record of all the Required Documentation for a period of at least 5 years and 3 months after the payment of the Final Settlement Compensations. In case HP should receive an informal or formal demand or complaint from a consumer regarding any of the Released Claims, HP may request Euroconsumers to search these records and, within a reasonable time period, provide any applicable records regarding the consumer or printer in question to HP by electronic means or such other means as may be agreed between the parties. Upon expiration of this 5 year and 3 month period, Euroconsumers will transfer to HP – that will act as autonomous controller -- the complete record of all the Required Documentation in electronic format. Both Euroconsumers and HP will inform Claiming Consumers that such transfer is taking place and HP will provide them with the relevant information pursuant to Article 14 of the DGPR, including HP contact details for the exercise of any rights available in connection with personal data under the GDPR.

28. Incomplete Claims. Euroconsumers shall make reasonable efforts to contact any Claiming Consumers with incomplete forms to inform them that their forms have not been properly completed and allow them a reasonable opportunity to correct the deficiencies.

29. Identification of Consumers and respect of the GDPR. Euroconsumers shall be responsible for the identification of each Claiming Consumers and for the treatment of the relevant data acquired from that person in accordance with the GDPR and any other applicable laws and regulations, including for the sharing of the Required Documentation with HP pursuant to paragraph 27. HP will be responsible for the treatment of the data so received in accordance with the GDPR and any other applicable laws and regulations.

30. Claims Period. Starting from September 1, 2022 (or a later date if the parties so agree), Euroconsumers shall publish in the Settlement Countries the terms of this settlement that are required to identify potential members of the Settlement Class in accordance with the rules of “Public Communication” set forth below and duly proceed with the Claims Procedure. Such publication date may be slightly postponed and adjusted in HP’s sole discretion if HP deems it desirable to avoid the publication of this information near in time to any HP investor-related event (e.g., the announcement of quarterly financial results or similar events). The Claims Procedure described herein shall proceed for six (6) months from the date of said publication, which shall be communicated to HP. The Claims Period may be extended only by mutual agreement of the parties documented by a writing signed by all the parties except in the case



that less than 500,000 euros in Allowed Claims have been made. In the case that less than 500,000 euros in Allowed Claims have been made by the end of the first six (6) month period, the period shall automatically be extended by an additional three (3) months.

31. Claims Procedure: Calculation of the Flat Settlement Compensation. For each Allowed Claim, Euroconsumers shall calculate the flat value of the Settlement Compensation (“Flat Settlement Compensation”). Such flat value shall be determined by reference to the theoretical average retail selling price of the printer underlying each Allowed Claim. The theoretical average retail selling price agreed upon for each printer model is set forth in the chart below.

Tier 1 Printers	Supplies	Estimated average retail printer selling price
HP Officejet Pro 6230	HP 934/935	Up-to 200€
HP Officejet Pro 6830		Up-to 200€
HP Officejet Pro 6835		Up-to 200€
HP Officejet Pro 8610	HP 950/951	Up-to 200€
HP Officejet Pro 8615		Up-to 200€
HP Officejet Pro 8620		Between 200 – 400€
HP Officejet Pro 8630		Between 200 – 400€
HP Officejet Pro X476dn MFP	HP 970/971	More than 400€
HP Officejet Pro X576dw MFP		More than 400€
HP Officejet Pro X451dn		Between 200 – 400€
HP Officejet Pro X451dw		Between 200 – 400€
HP Officejet Pro X551dw		More than 400€

Printers Discussed in the IAA Decision	Supplies	Estimated average retail printer selling price
HP OfficeJet 6950/6951	HP 903	Up-to 200€
HP OfficeJet Pro 6960		Up-to 200€
HP OfficeJet Pro 6970		Up-to 200€
HP OfficeJet Pro 8710/8715/8718/8719	HP 953	Up-to 200€
HP OfficeJet Pro 8720/8725		Between 200 – 400€
HP OfficeJet Pro 8730		Between 200 – 400€
HP OfficeJet Pro 8740		Between 200 – 400€
HP OfficeJet Pro 8210/8218		Up-to 200€
HP OfficeJet Pro 7720/7730		Between 200 – 400€
HP OfficeJet Pro 7740		Between 200 – 400€
HP PageWide Pro 352		Between 200 – 400€
HP PageWide Pro 377 MFP	HP 913 / HP 973	More than 400€
HP PageWide Pro 452		More than 400€
HP PageWide Pro 477 MFP		More than 400€
HP PageWide Pro 552/		More than 400€
HP PageWide Pro 577 MFP		More than 400€



The Flat Settlement Compensation is agreed as follows:

- (i) For printers with an agreed average retail price up to 200€, the Flat Settlement Compensation shall be 20€.
- (ii) For printers with an agreed average retail price between 200€-400€, the Flat Settlement Compensation shall be 35€.
- (iii) For printers with an agreed average retail price in excess of 400€, the Flat Settlement Compensation shall be 50€.

32. Claims Procedure: Increases to the Flat Settlement Compensation. The value determined for the Flat Settlement Compensation in conformity with the criteria set forth in paragraph 31 for any Allowed Claim may be increased on a case-by-case basis if the Claiming Consumer provides agreed evidence of specific potential losses in excess of the Flat Settlement Compensation assigned to his/her Allowed Claim pursuant to the above paragraph.

For such purposes, agreed evidence of such potential losses shall be limited to (i) receipts showing the purchase of clone cartridges compatible with such printer prior to November 17, 2020 and (ii) the submission of a Claiming Consumer's signed declaration that they were not able to use them because they were blocked by DS before November 17, 2020 and that harm related to such unusable cartridges has not been compensated by the clone seller by providing replacement cartridges or otherwise.

Such maximum additional compensation will be limited to, at most, the price paid for one (1) complete set of clone cartridges¹ for use in the concerned printer. If the Claiming Consumer provides this evidence and declaration under his/her civil and criminal responsibility, the Flat Settlement Compensation can be increased up to a maximum of the Flat Settlement Compensation plus the cost of the cartridges (hereinafter the "Increased Settlement Compensation").

The Increased Settlement Compensation is capped at a maximum of 95€ per Claiming Consumer/ household. In no event can a Claiming Consumer recover in excess of 95€ for any Allowed Claims, either considered individually or collectively.

33. Claims Procedure: Decreases to the Settlement Compensation. At the end of the Claims Period, Euroconsumers shall add together all of the Allowed Claims. If the total value of the Allowed Claims exceeds \$1,350,000 (or the equivalent in euros as of the date the Settlement Fund was transferred), then the value of all Allowed Claims shall be prorated and the Settlement Compensation (either flat or increased) shall be reduced as necessary to allow all Claiming Consumers with Allowed Claims to recover their pro rata share of the available \$1,350,000 (or the equivalent in euros as of the date the Settlement Fund was transferred), unless Euroconsumers shall decide, in its sole discretion and at its sole cost, to supplement the necessary amount. The inverse is not true. If the Allowed Claims do not reach \$1,350,000 (or the equivalent in euros as of the date the Settlement Fund was transferred), the excess shall not be distributed to Claiming Consumers, but shall be used as set forth below in paragraph 36.

¹ This means that for printers equipped with 4 simultaneous ink cartridges (3 color and 1 black) the maximum number of clone cartridges would be 4, whilst for printers equipped with 2 simultaneous ink cartridges (1 multicolor and 1 black), the maximum is 2 cartridges.



Euroconsumers agrees to indemnify and hold harmless HP from and against for any and all claims, demands, complaints, including court costs and attorneys' fees, arising out of or resulting from Euroconsumers' processing of claims, including but not limited to, the prorating of Allowed Claims.

In case a prorating of Allowed Claims is necessary after the expiration of the initial six-month Claims Period, then such prorating will be applied first by reducing the Increased Settlement Compensation (in part or in full, if necessary) of all the Allowed Claims received during the whole Claims Period, and then, only if necessary, by prorating the Flat Settlement Compensation which may be due on Allowed Claims received within the Claims Period. In case the Claims Period is extended for three (3) additional months, as provided in paragraph 24, because there is remaining funding after settling all the Allowed Claims received within the first 6 months, then the prorating of Allowed Claims will only affect those received in the subsequent 3-month period. Euroconsumers will inform clearly consumers about this possibility in order to avoid any complaints by consumers.

34. Claims Procedure: Final Settlement Compensation. Pursuant to the above-referenced mandatory rules regarding the calculation of settlement compensation, Euroconsumers shall determine the Final Settlement Compensation for all Allowed Claims and inform HP accordingly within 20 (twenty) days from the end of the Claims Period. Euroconsumers shall be fully and solely responsible for providing that amount to Claiming Consumers with Allowed Claims, no later than 60 (sixty) days from the end of the Claims Period and starting from the date of publication mentioned in paragraph 30.

35. Audit Rights. Euroconsumers shall keep records of the printer serial numbers associated with claims made to ensure that duplicate claims are not accepted, together with records of payments made for settlement of Allowed Claims through the Settlement Bank Account. HP shall have the right to audit these records, as well as the Required Documentation referenced above, upon fourteen (14) day notice to Euroconsumers. This right shall continue for five (5) years and three (3) months after the payment of the Final Settlement Compensations.

36. Remaining Funding. If Settlement Fund is not spent in full, HP and Euroconsumers shall negotiate in good faith to agree either (i) upon an extension of the Claims Period and/or (ii) the use of the remaining funds for the benefit of consumers, including but not limited to pay for campaigns and similar activities with a view of education, formation and awareness on consumers' rights in the Settlement Countries or to allocate the remaining funds for scientific research on reusable, recyclable and naturally degradable materials or on any other environmental related goals, as agreed by the parties.

37. Tax implications. HP shall not have any liability or responsibility for any taxes or the tax expenses, including filing any tax returns or paying any taxes or tax expense, which Euroconsumers or Claiming Consumers may face as a result of or related to the transactions arising from this Agreement. Furthermore, taxes and tax expenses, including stamp duties (*imposta di registro*), if any, shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be borne and timely paid by Euroconsumers as part of their role as administrator of the Settlement Fund.

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Section D - Public Communications

38. This Agreement and all information (including business information) provided by one party to the other in the negotiations and performance of this Agreement shall be treated as strictly confidential by the recipient for the maximum period of time allowed by the applicable law with the sole exception of (i) all information which is already publicly available at the date hereof and (ii) the public communications that will be made in strict compliance with the provisions hereof.

39. HP and Euroconsumers agree that any public communications Euroconsumers may make regarding the settlement, including but not limited to, those on websites, in announcements to consumers and to the press and also including those referred to in paragraph 30 above, shall refer to the settlement using the following text:

“The parties have decided not to proceed further with any legal actions and have reached an agreement amicably. This settlement cannot be considered as an acknowledgment of any fault or wrongdoing by HP nor as an acknowledgment by Euroconsumers of the groundlessness of its claims, but as a sign of the commitment of both parties to work for the benefit of consumers.”

Prior to any and all press releases or other public communications regarding the settlement, including campaigns to encourage members of the Settlement Class to submit claims under the settlement, Euroconsumers and HP must agree on the content, timing and destination of such communications, committing to reach as many consumers as possible. To that end, the parties agree that they will exchange any proposed statements or communications of this kind as soon as reasonably possible prior to the desired publication date, including, but not limited to, press releases and online statements, and that if the parties cannot agree on a particular statement that it will be limited to the text above. Euroconsumers agrees to publish on the websites of each of the associated national organizations the agreed-upon statement regarding the settlement and to maintain that information on those websites through the close of the Claims Period. All prior communications issued by Euroconsumers on the subject matter of this Agreement and still publicly accessible will be amended in order to reflect the content of the communications agreed with HP in accordance with this Section D.

40. Communications regarding potential compensation should refer to all of the possible flat levels of compensation, e.g., 20€, 35€ and 50€ per printer (in function of its estimated average selling price), as the flat quantum of recovery by any Claiming Consumers, and indicate generally that payable compensation may be eventually higher in individual cases where the consumer provides adequate evidence that the loss allegedly suffered was higher, but that under no circumstances total compensation to be provided per consumer/household will exceed 95€. Communications regarding potential compensation shall not include reference to the 95€ in the headline or otherwise highlight that sum; reference to 95€ should be included as part of the narrative where all other potential settlement values are discussed. Public communications shall also clarify that the Flat Settlement Compensation for each Allowed Claim would have to be reduced proportionally if the sum of all Allowed Claims exceeds the sum of \$1,350,000 (or equivalent amount in euros at the time the Settlement Fund is transferred).

41. All public communications of any kind regarding the settlement shall: (1) specify that only those printers listed are eligible for compensation; (2) note that HP makes no admission

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of wrongdoing, but is agreeing to provide compensation to prevent any disputes and to create further awareness of DS; (3) indicate that no court in the Settlement Countries considered or decided on the merits of the controversy; and (4) that the IAA Decision is not final, but is under appeal.

42. The Parties agree that Euroconsumers may issue a joint press release (the “**Joint Press Release**”) in English, Dutch, French, Italian, Portuguese, and Spanish on a date and with the exact language to be mutually agreed between the Parties. Such Joint Press Release may be issued simultaneously, but not earlier than, the publication of the Claims Procedure by Euroconsumers (including by making available any related infrastructure in their website/s) for the submission of Allowed Claims.

Section E - Miscellaneous

43. This Agreement shall be governed by and construed in accordance with (in the following order of prevalence):

- a. the terms and conditions set out herein; and then
- b. the rules of law set out by Italian law.

44. Any dispute, claim, or controversy arising out of or related to the interpretation, execution or termination of this Settlement Agreement shall be resolved among the Parties in an amicable manner through out-of-court confidential negotiations. If such negotiations do not lead the Parties to reach an amicable solution on the matter within 90 days (or a longer period if the Parties so agree), the Parties agree that any continuing disputes shall be finally settled under the CEPANI Rules of Arbitration by one arbitrator qualified in Italian law, appointed in accordance with those Rules. The seat of the arbitration shall be Brussels and the arbitration shall be conducted in English. However, in the event that a dispute is brought in court in breach of an Individual Release, HP may summon Euroconsumers to intervene in the court proceedings in order to, *inter alia*, enforce the hold harmless obligation of Euroconsumers set forth in paragraphs 26 and 33.

45. The prevailing party in any arbitration (or other litigation) arising out of or related to this Agreement shall be entitled to recover its reasonable legal expenses from the other party, including, but not limited to, reasonable attorneys’ fees.

46. This Agreement (plus the Confidential Disclosure Agreement signed on 29 October 2021) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous discussions and writings between the parties.

47. This Agreement may not be modified or amended except in writing executed by the parties.

48. No written waiver shall excuse the performance or any act other than those specifically referred to therein.

49. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of parties.

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50. This Agreement is executed by means of the exchange by email of a letter of proposal by HP and a letter of acceptance by Euroconsumers signed by Euroconsumers and each of the national consumer organizations. A PDF copy of such letters of proposal and acceptance signed by an authorized representative(s) and sent by email shall be deemed sufficient for purposes of executing this Agreement. The Parties nonetheless undertake to exchange the original signed copy of their respective letter of proposal or acceptance by hand or courier within the following five (5) days, without prejudice to this Agreement becoming effective as of its date of execution.

51. Neither Euroconsumers nor HP shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

52. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by email or letter by overnight delivery addressed as follows:

(a) *If to Euroconsumers:*

[Redacted text block]

(b) *If to HP:*

[Redacted text block]

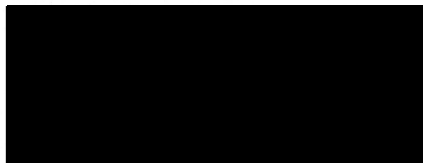
53. Should any paragraph, clause or provision of this Agreement be found to be invalid or unenforceable by any court or arbitrator having jurisdiction over this Agreement, the subject matter hereof, or the Parties hereto, such decision shall affect only the paragraph, clause or provision so construed and interpreted and all remaining paragraphs, clauses or provisions shall remain valid and enforceable unless the parties may prove that they would not have entered into this Agreement if that paragraph, clause or provision was not effective (e.g., as far as HP is concerned, all Euroconsumers waivers and releases of claims against HP regarding the IAA Decision and, as far as Euroconsumers is concerned, all payment commitments undertaken by HP).

54. Headings in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the clauses to which they relate.

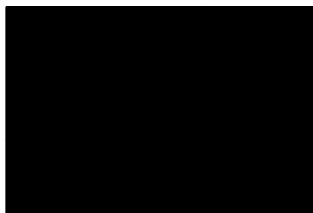


Read, approved and signed by

Euroconsumers AISBL



HP Inc.

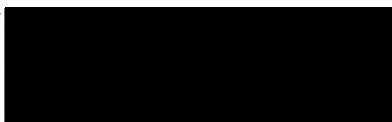


Altroconsumo



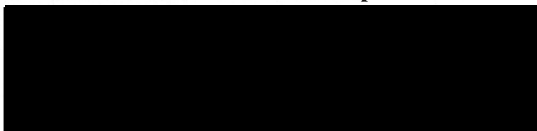
By (Name and Title):

OCU



By (Name and Title):

**Association des consommateurs Test Achats
SC/Verbruikersunie Test Aankoop CV**



By (Name and Title):

Deco Proteste



2D048462CBE646A...

By (Name and Title):



Annex 1 - For Use in Italy

Admission Form to the EUROCONSUMERS-HP Settlement Proposal

The undersigned (hereinafter: “Consumer”)

Surname and name: _____

Place and date of birth: _____

Fiscal Code: _____

Address: _____

City and ZIP Code: _____ Prov. _____

Tel: _____

Email: _____

through **Associazione Altroconsumo****ASKS FOR ADMISSION TO THE EUROCONSUMERS-HP SETTLEMENT PROPOSAL**

the terms of which are described at the bottom of this form (hereinafter “Euroconsumers-HP Proposal”) in relation to the following product:

[Note for the Consumer: please tick the box next to the printer model concerned and enter the serial number of that printer.

ATTENTION: each Consumer can make a claim for **ONLY ONE PRINTER AND ITS RELATED CARTRIDGES**

PRINTER MODEL		INDICATE SERIAL NUMBER
HP Officejet Pro 6230		
HP Officejet Pro 6830		
HP Officejet Pro 6835		
HP Officejet Pro 8610		
HP Officejet Pro 8615		
HP Officejet Pro 8620		
HP Officejet Pro 8630		
HP Officejet Pro X476dn MFP		
HP Officejet Pro X576dw MFP		
HP Officejet Pro X451dn		
HP Officejet Pro X451dw		
HP Officejet Pro X551dw		
HP OfficeJet 6950/6951		
HP OfficeJet Pro 6960		
HP OfficeJet Pro 6970		
HP OfficeJet Pro 8710/8715/8718/8719		
HP OfficeJet Pro 8720/8725		
HP OfficeJet Pro 8730		

ÁMBITO- PREFIJO

GEISER

Nº registro

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HP OfficeJet Pro 8740		
HP OfficeJet Pro 8210/8218		
HP OfficeJet Pro 7720/7730		
HP OfficeJet Pro 7740		
HP PageWide Pro 352		
HP PageWide Pro 377 MFP		
HP PageWide Pro 452		
HP PageWide Pro 477 MFP		
HP PageWide Pro 552/		
HP PageWide Pro 577 MFP		

The above-indicated printer (including its related cartridges) is hereinafter indicated as the "Product".

In this regard, the Consumer, being aware of the civil and criminal responsibilities and consequences envisaged in case of false declarations and/or formation or use of false acts as well as in case of presentation of acts containing data no longer corresponding to truth, declares as follows:

[Note for the Consumer: mark only one of the following two options by placing an "X" in the box]:

to be the current owner of the Product, attaching a "Printer Status Report" (see the website <https://support.hp.com/> for instructions) or an invoice or receipt of payment of the Product showing the current ownership on the date of transmitting this admission form;

OR

to have purchased the Product in the past, but not to be currently in possession of it, attaching an invoice or receipt of payment or other document that can probe previous ownership of the Product;

and

- A) to have purchased the Product for personal or domestic use, or for the activity of a company that, at the time of purchasing the Product, had less than ten employees and achieved annual revenues or an annual business budget not exceeding two million euros;
- B) not to be aware, at the time of purchase of the product, that the Dynamic Security feature activated on the Product would restrict the use of certain types of non-original cartridges (those with clone chips);
- C) to have suffered damage, **prior to November 17, 2020**, as a result of a blockage caused by the Dynamic Security system of one or more non-original cartridges with clone chips, and that such damage has not been compensated by the reseller of such clone cartridges or otherwise; and
- D) to **adhere to Euroconsumers-HP Proposal**.

As a result, the undersigned Consumer:

- 1) **finally and irrevocably waives**, in exchange for payment of the sum provided for in the Euroconsumers-HP Proposal according to the terms and in the amount provided for and specified therein, any possible right, action, claim, complaint, request or demand against HP Italy S.r.l., HP Inc. and any other company or person belonging to the HP group (suitable to be named or brought before any authority of any country, judicial or administrative, in individual, collective or class form and in this last case expressly



waiving also the right to join in any way class actions initiated by third parties), directly or indirectly relating to the Product and, more generally, the conduct subject to the proceedings before the Autorità Garante della Concorrenza e del Mercato PS11144 (“HP-Stampanti e ricambi non originali”) and the related decision of 17 November 2020, as well as any and all other matters covered by the Euroconsumers-HP Proposal;

- 2) **undertakes**, in the event the undersigned already exercised or brought claims, complaints, requests or demands as described under 1) above before any authority of any country, **to inform** such authority regarding the adhesion to the Euroconsumers-HP Proposal, **to request to interrupt or stay** the related proceedings until the receipt of payment of the amount provided for in the Euroconsumers-HP Proposal and, following the payment of such amount, **to communicate or file any appropriate final waiver**, at his/her own expense, **renouncing in any event to use any decision or ruling** that might have been issued by any such authority;
- 3) **authorizes** HP Italy S.r.l., HP Inc. or any other company of the HP group **to communicate directly** to the authority/ies under 2) above, in his/her name and on his/her behalf, that the undersigned adhered to the Euroconsumers-HP Proposal and that such authority/ies is/are invited to proceed as provided for under 2) above.

Attached to this form are:

- A) a copy of a valid government-issued identity document;
- B) a “Printer Status Report” for the Product, or invoice/receipt of payment or other document proving past ownership of the Product;
- C) if applicable, invoice(s) showing the purchase of non-original cartridges with clone chips for which compensation is sought pursuant to the Euroconsumers-HP Proposal.

THIS FORM MUST BE SIGNED HERE AND DATED BY THE CONSUMER REQUESTING ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL. IF THE FORM IS NOT SIGNED YOUR REQUEST FOR ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL WILL NOT BE ALLOWED.

Date: _____ Consumer’ Signature: _____

To the extent necessary, pursuant to Articles 1341 and 1342 of the Civil Code, the undersigned Consumer declares to specifically approve the clauses under 1) (waiver of rights and claims), 2) (obligation to inform authorities regarding adhesion to the settlement proposal and waiver of claims and to use of available decisions) and 3) (authorization of HP to make communications to applicable authorities) above.

THIS FORM MUST BE SIGNED HERE AGAIN AND DATED BY THE CONSUMER REQUESTING ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL. IF THE FORM IS NOT SIGNED IN BOTH LOCATIONS, YOUR REQUEST FOR ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL WILL NOT BE ALLOWED.

Date: _____ Consumer’ Signature: _____



**PRIVACY NOTICE PURSUANT TO ARTICLES 13 AND 14 OF THE
EUROPEAN GENERAL DATA PROTECTION REGULATION (EU) 2016/679**

For the purposes of the European General Data Protection Regulation (EU) 2016/679 enacted by the European Parliament and the Council on 27 April 2016, the Consumer is hereby informed that the personal data provided hereunder will be processed by Euroconsumers for the purposes of executing and performing this admission form and his admission to the Euroconsumers - HP Proposal. The personal data of the Consumer is necessary and the legal basis for this processing is the performance of a contract.

The personal data will be processed whilst the Euroconsumers - HP Proposal is in force. Upon termination of the Euroconsumers-HP Proposal, the personal data will be retained by Euroconsumers as long as necessary to fully implement the Euroconsumers-HP Proposal, including for as long as may be required by applicable law or contract. During the first five (5) years and three (3) months after implementation of the Euroconsumers-HP Proposal, personal data will not be disclosed to third parties, except to HP Inc., HP Italy S.r.l., HP Printing and Computing Solutions S.L.U., HP Belgium B.V. and HPCP Computing and Printing Portugal Unipessoal, Lda. and any of their affiliates (hereinafter, collectively, "HP Legal Entities") when necessary to enforce the agreement constituted by this admission form. After the expiration of five (5) years and three (3) months from the completed implementation of the Euroconsumers-HP Proposal, personal data will be transferred to HP Legal Entities for archival in case they are later necessary to enforce the agreement constituted by this admission form. In that case, HP will become an autonomous controller and HP will provide consumers with the relevant information pursuant to Article 14 of the GDPR, including HP contact details for the exercise of any rights that may be available in connection with personal data under the GDPR.

In case it is necessary for Euroconsumers eundersigned Consumer with HP Inc., such data may be transferred by Euroconsumers to the US. The transfer would be made - pursuant to Article 49, § 1, let. b, GDPR - if necessary for enforcement of this contract. The undersigned is aware that the data protection laws of the US do not offer a level of protection for personal data equivalent to the protection granted in the EU.

The undersigned, as a data subject, may exercise his rights of access, rectification, erasure, objection, data portability and restriction of processing by writing to Euroconsumers:

- Euroconsumers' Data Protection Officer at [\[insert relevant e-mail address\]](mailto:[insert relevant e-mail address]), Euroconsumers AISBL, Rue De Hollande, 13 B 1060 Bruxelles, Euroconsumers Secretary Tel: +39 02 66 890 324.

The Consumer is also entitled to lodge a complaint with the relevant data protection authority, including the Italian data protection authority, available via the following website:

<https://www.garanteprivacy.it/modulistica-e-servizi-online/reclamo>.

Date: _____

Signature: _____

[To be supplemented with the terms of the Euroconsumers-HP Proposal]

FOR USE OF THE SETTLEMENT ADMINISTRATOR ONLY. THIS SECTION SHOULD NOT BE COMPLETED BY THE CONSUMER.

Euroconsumers and/or Associazione Altroconsumo, in the person of the clerk in charge of verifying the compliance of the collected data, declares that the signature is authentic and corresponds to the identification of the Consumer as resulting from the attached identity document or other reasonable means



of identification and that the name on the bank account to which the funds are to be transferred corresponds to that of the claiming Consumer

Date: _____

Signature: _____

Name (legible): _____

Title: _____

Código seguro de Verificación : CEISER-e077-9d31-d657-4b27-94ab-d555-3a5f-9645 | Puede verificar la integridad de este documento en la siguiente dirección : <https://sede.administracionespublicas.gob.es/valida>

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Nº registro

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Annex 2 - For Use in Spain

Admission Form to the EUROCONSUMERS-HP Settlement Proposal

The undersigned (hereinafter: “Consumer”)

Surname and name: _____

Place and date of birth: _____

Identity Card no.: _____

Address: _____

City and ZIP Code: _____ Prov. _____

Tel: _____

Email: _____

through OCU

HAVING HAD ACCESS TO THE TERMS OF THE EUROCONSUMERS-HP SETTLEMENT PROPOSAL (described in detail at the bottom of this document, hereinafter the “Euroconsumers-HP Proposal”), AFTER DUE AND INFORMED CONSIDERATION OF THE TERMS THEREOF, ASKS FOR ADMISSION TO THE EUROCONSUMERS-HP SETTLEMENT PROPOSAL in relation to the following product:

[Note for the Consumer: please tick the box next to the printer model concerned and enter the serial number of that printer.

ATTENTION: each Consumer can make a claim for **ONLY ONE PRINTER AND ITS RELATED CARTRIDGES**

PRINTER MODEL	INDICATE SERIAL NUMBER
HP Officejet Pro 6230	
HP Officejet Pro 6830	
HP Officejet Pro 6835	
HP Officejet Pro 8610	
HP Officejet Pro 8615	
HP Officejet Pro 8620	
HP Officejet Pro 8630	
HP Officejet Pro X476dn MFP	
HP Officejet Pro X576dw MFP	
HP Officejet Pro X451dn	
HP Officejet Pro X451dw	
HP Officejet Pro X551dw	
HP OfficeJet 6950/6951	
HP OfficeJet Pro 6960	
HP OfficeJet Pro 6970	
HP OfficeJet Pro 8710/8715/8718/8719	
HP OfficeJet Pro 8720/8725	

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Nº registro

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HP OfficeJet Pro 8730		
HP OfficeJet Pro 8740		
HP OfficeJet Pro 8210/8218		
HP OfficeJet Pro 7720/7730		
HP OfficeJet Pro 7740		
HP PageWide Pro 352		
HP PageWide Pro 377 MFP		
HP PageWide Pro 452		
HP PageWide Pro 477 MFP		
HP PageWide Pro 552/		
HP PageWide Pro 577 MFP		

The above-indicated printer (including its related cartridges) is hereinafter indicated as the "Product".

In this regard, **the Consumer, being aware of the civil and criminal responsibilities and consequences envisaged in case of false declarations and/or formation or use of false acts as well as in case of presentation of acts containing data no longer corresponding to truth, declares as follows:**

[Note for the Consumer: **mark only one** of the following two options by placing an "X" in the box]

to be the current owner of the Product, **attaching** a "Printer Status Report" (see the website <https://support.hp.com/> for instructions) or an invoice or receipt of payment of the Product showing the current ownership on the date of transmitting this admission form;

OR

to have purchased the Product in the past, but not to be currently in possession of it, **attaching** an invoice or receipt of payment or other document that can probe previous ownership of the Product;

and

- A) to have purchased the Product for personal or domestic use;
- B) not to be aware, at the time of purchase of the product, that the Dynamic Security feature activated on the Product would restrict the use of certain types of non-original cartridges (those with clone chips);
- C) to have suffered damage, **prior to November 17, 2020**, as a result of a blockage caused by the Dynamic Security system of one or more non-original cartridges with clone chips, and that such damage has not been compensated by the reseller of such clone cartridges or otherwise; and
- D) to **adhere to Euroconsumers-HP Proposal**.

As a result, the undersigned Consumer:

- 1) **finally and irrevocably waives**, in exchange for the compensation set out in the Euroconsumers-HP Proposal, any possible claim, demand, action, or right (including but not limited to the right to join or submit any claims through class actions initiated by third parties) against HP Printing and Computing Solutions S.L.U., HP Inc., HP Italy S.r.l. and any other company or person belonging to the HP group (suitable to be named or brought before any authority of any country, judicial or administrative, in individual, collective or class form and in this last case expressly waiving also the right to join in any way



class actions initiated by third parties), directly or indirectly relating to the Product and, more generally, the conduct subject to the proceedings before the Italian Autorità Garante della Concorrenza e del Mercato PS11144 (“*HP-Stampanti e ricambi non originali*”) and the related decision of 17 November 2020, as well as any and all other matters covered by or related to the claims underlying the Euroconsumers-HP Proposal (hereinafter referred to as “**Claim**”);

- 2) **undertakes**, in the event that, for the same matters as those underlying the Euroconsumers-HP Proposal, any sort of Claim or mediation activity (including but not limited to those brought pursuant to Law 5/2012 on commercial law and civil law matters mediation and subsequent amendments and/or pursuant to any mediation regulation passed by the Spanish Autonomous Communities or Municipalities and/or pursuant to any *ad hoc* mediation proceedings, schemes or systems available to consumers) has already been commenced before any authority or institution, to inform the relevant authority or institution that the Consumer has entered into the Euroconsumers-HP Proposal and that the Consumer wishes to suspend such Claim or process, at least until receipt of the compensation set out in the Euroconsumers-HP Proposal, and subsequently, upon receipt of such compensation, to definitively waive and terminate such Claims and proceedings, at the Consumer's expense. In addition, the Consumer renounces to give effect in any way to any decision or ruling regarding a Claim issued after his/her transmission of this admission form; and
- 3) **authorizes** HP Printing and Computing Solutions S.L.U., HP Inc. or any other company of the HP group **to communicate directly**, in the Consumer's name and on his behalf, to any authorities or institutions under 2) above, that the undersigned has adhered to the Euroconsumers-HP Proposal and inviting said authority or institution to proceed as provided under 2) above.

Attached to this form are:

- A) a copy of a valid government-issued identity document;
- B) a “Printer Status Report” for the Product, or invoice/receipt of payment or other document proving past ownership of the Product;
- C) if applicable, invoice(s) showing the purchase of non-original cartridges with clone chips for which compensation is sought pursuant to the Euroconsumers-HP Proposal.

THIS FORM MUST BE SIGNED HERE AND DATED BY THE CONSUMER REQUESTING ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL. IF THE FORM IS NOT SIGNED YOUR REQUEST FOR ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL WILL NOT BE ALLOWED.

Date: _____ Signature: _____

PURSUANT TO ORGANIC LAW NO. 3/2018
(Personal Data Protection Law)

For the purposes of the European General Data Protection Regulation (EU) 2016/679 enacted by the European Parliament and the Council on 27 April 2016, the signing consumer is hereby informed that the personal data provided hereunder will be processed by Euroconsumers and HP as Data Controllers, pursuant to Organic Law no. 3/2018 December 5 (Personal Data Protection Law) for the purposes of executing and



performing this admission form and his admission to the Euroconsumers - HP Proposal. The personal data of the Consumer is necessary and the legal basis for this processing is the performance of a contract.

The personal data will be processed whilst the Euroconsumers - HP Proposal is in force. Upon termination of the Euroconsumers-HP Proposal, the personal data will be retained by Euroconsumers as long as necessary to fully implement the Euroconsumers-HP Proposal, including for as long as may be required by applicable law or contract. During the first five (5) years and three (3) months after implementation of the Euroconsumers-HP Proposal, personal data will not be disclosed to third parties, except to HP Printing and Computing Solutions S.L.U, HP Inc., HP Italy S.r.l., HP Belgium B.V. and HPCP Computing and Printing Portugal Unipessoal, Lda. and any of their affiliates (hereinafter "HP Legal Entities") when necessary to enforce the agreement constituted by this admission form. After the expiration of five (5) years and three (3) months from the completed implementation of the Euroconsumers-HP Proposal, personal data may be transferred to HP Legal Entities for archival in case they are later necessary to enforce the agreement constituted by this admission form. In that case, the Consumer will be notified of this change at the time of the transfer.

In case it is necessary for Euroconsumers to share the personal data of the undersigned Consumer with HP Inc., such data may be transferred by Euroconsumer to the US. The transfer would be made - pursuant to Article 49, § 1, let. b, GDPR - if necessary for the enforcement of this contract. The undersigned is aware that the data protection laws of the US do not offer a level of protection for personal data equivalent to the protection granted in the EU.

The undersigned, as a data subject, may exercise his rights of access, rectification, erasure, objection, data portability and restriction of processing by writing to Euroconsumers:

- Euroconsumers' Data Protection Officer at [insert relevant e-mail address], Euroconsumers AISBL, Rue De Hollande, 13 B 1060 Bruxelles, Euroconsumers Secretary Tel: +39 02 66 890 324.

The consumer is also entitled to lodge a complaint with the relevant data protection authority.

Date: _____ Signature: _____

[To be supplemented with the terms of the Euroconsumers-HP Proposal]

FOR USE OF THE SETTLEMENT ADMINISTRATOR ONLY. THIS SECTION SHOULD NOT BE COMPLETED BY THE CONSUMER.

Euroconsumers and/or OCU, in the person of the clerk in charge of verifying the compliance of the collected data, declares that the signature is authentic and corresponds to the identification of the Consumer as resulting from the attached identity document or other reasonable means of identification and that the name on the bank account to which the funds are to be transferred corresponds to that of the claiming Consumer.

Date: _____ Signature: _____

Name (legible): _____

Title: _____



Annex 3 - For Use in Belgium

Request for Admission to EUROCONSUMERS - HP Settlement Proposal

The undersigned (hereinafter: "Consumer")

Surname and name: _____

Date of birth: _____

Address: _____

City _____ Postal Code: _____

Region _____

Tel: _____

Email: _____

through ASSOCIATION DES CONSOMMATEURS TEST ACHATS SC/VERBRUIKERSUNIE TEST AANKOOP CV

ASKS FOR ADMISSION TO THE EUROCONSUMERS-HP SETTLEMENT PROPOSAL which is reproduced at the bottom of this Act of Accession (hereinafter, "Euroconsumers-HP Proposal")

in relation to the following product:

[Note for the Consumer: please tick the box next to the printer model concerned and enter the serial number of that printer].

ATTENTION: each consumer can make a claim for **ONLY ONE PRINTER AND ITS RELATED CARTRIDGES**

PRINTER MODEL		INDICATE SERIAL NUMBER
HP Officejet Pro 6230		
HP Officejet Pro 6830		
HP Officejet Pro 6835		
HP Officejet Pro 8610		
HP Officejet Pro 8615		
HP Officejet Pro 8620		
HP Officejet Pro 8630		
HP Officejet Pro X476dn MFP		
HP Officejet Pro X576dw MFP		
HP Officejet Pro X451dn		
HP Officejet Pro X451dw		
HP Officejet Pro X551dw		
HP OfficeJet 6950/6951		
HP OfficeJet Pro 6960		
HP OfficeJet Pro 6970		
HP OfficeJet Pro 8710/8715/8718/8719		
HP OfficeJet Pro 8720/8725		

1/4

ÁMBITO- PREFIJO

GEISER

Nº registro

REGAGE22e00032257825

CSV

GEISER-e077-9d31-d657-4b27-94ab-d555-3a5f-9645

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Annex 3 - For Use in Belgium

HP OfficeJet Pro 8730		
HP OfficeJet Pro 8740		
HP OfficeJet Pro 8210/8218		
HP OfficeJet Pro 7720/7730		
HP OfficeJet Pro 7740		
HP PageWide Pro 352		
HP PageWide Pro 377 MFP		
HP PageWide Pro 452		
HP PageWide Pro 477 MFP		
HP PageWide Pro 552/		
HP PageWide Pro 577 MFP		

The above-indicated printer (including its related cartridges) is hereinafter referred to as the "**Product.**"

In this regard, the Consumer, aware of the civil and criminal responsibilities and consequences in respect of false declarations, constitution or use of false acts, and/or presentation of acts containing information that (no longer) corresponds to the truth, under the Consumer's own responsibility, declares as follows:

*[Note for the Consumer: **mark only one** of the following two options by placing an "X" in the box]:*

to be the current owner of the Product, **attaching** a "Printer Status Report" (see the website <https://support.hp.com/> for instructions) or an invoice or receipt of payment of the Product showing the current ownership on the date of transmitting this admission form;

OR

to have purchased the Product in the past, but not to be currently in possession of it, **attaching** an invoice or receipt of payment or other document that can probe previous ownership of the Product;

AND

- A) to have purchased the product for personal or domestic use;
- B) not to be aware, at the time of purchase of the product, that the Dynamic Security feature activated on the Product would restrict the use of certain types of non-original cartridges (those with clone chips);
- C) to have suffered damage, **prior to November 17, 2020**, as a result of a blockage caused by the Dynamic Security system of one or more non-original cartridges with clone chips, and that such damage has not been compensated by the reseller of such clone cartridges or otherwise; and
- D) to **adhere to the Euroconsumers-HP Proposal**.

As a result, the undersigned:

- 1) **finally and irrevocably waives**, in exchange for the compensation set out in the Euroconsumers-HP Proposal, any possible claim, demand, action, or right (including but not limited to the right to join or submit any claims through class actions initiated by third parties) against HP Belgium BV, HP Inc., HP Italy S.r.l. and any other company or person belonging to the HP group (suitable to be named or brought



Annex 3 - For Use in Belgium

before any authority of any country, judicial or administrative, in individual, collective or class form and in this last case expressly waiving also the right to join in any way class actions initiated by third parties), directly or indirectly relating to the Product and, more generally, the conduct subject to the proceedings before the Italian Autorità Garante della Concorrenza e del Mercato PS11144 (“*HP-Stampanti e ricambi non originali*”) and the related decision of 17 November 2020, as well as any and all other matters covered by or related to the claims underlying the Euroconsumers-HP Proposal (hereinafter referred to as “**Claim**”);

- 2) **undertakes**, in the event that, for the same matters as those underlying the Euroconsumers-HP Proposal, any sort of Claim or mediation activity has already been brought commenced before any authority or institution, to inform the relevant authority or institution that the Consumer has entered into the Euroconsumers-HP Proposal and that the Consumer wishes to suspend such Claim or process, at least until receipt of the compensation set out in the Euroconsumers-HP Proposal, and subsequently, upon receipt of such compensation, to definitively waive and terminate such Claims and proceedings, at the Consumer's expense. In addition, the Consumer renounces to give effect in any way to any decision or ruling regarding a Claim issued after his/her transmission of this admission form; and
- 3) **authorizes** HP Belgium BV, HP Inc. or any other company of the HP group **to communicate directly**, in the Consumer's name and on his behalf, to any authorities or institutions under 2) above, that the undersigned has adhered to the Euroconsumers-HP Proposal and inviting said authority or institution to proceed as provided under 2) above.

Attached to this form are:

- A) a copy of a valid government-issued identity document;
- B) a “Printer Status Report” for the Product, or invoice/receipt of payment or other document proving past ownership of the Product;
- C) if applicable, pursuant to the terms defined in the Euroconsumers-HP Proposal, additional invoice(s)/receipts showing the purchase of non-original cartridges with clone chips for which the Consumer seeks compensation.

THIS FORM MUST BE SIGNED AND DATED BY THE CONSUMER REQUESTING ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL. IF THE FORM IS NOT SIGNED, YOUR REQUEST FOR ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL WILL NOT BE ALLOWED.

Date: _____ Signature: _____

PRIVACY NOTICE PURSUANT TO ARTICLES 13 AND 14 OF THE EUROPEAN GENERAL DATA PROTECTION REGULATION (EU) 2016/679

For the purposes of the European General Data Protection Regulation (EU) 2016/679 enacted by the European Parliament and the Council on 27 April 2016, the Consumer is hereby informed that the personal data provided hereunder will be processed by Euroconsumers for the purposes of executing and performing this admission form and his admission to the Euroconsumers - HP Proposal. The personal data of the Consumer is necessary and the legal basis for this processing is the performance of a contract.



Annex 3 - For Use in Belgium

The personal data will be processed whilst the Euroconsumers - HP Proposal is in force. Upon termination of the Euroconsumers-HP Proposal, the personal data will be retained by Euroconsumers as long as necessary to fully implement the Euroconsumers-HP Proposal, including for as long as may be required by applicable law or contract. During the first five (5) years and three (3) months after implementation of the Euroconsumers-HP Proposal, personal data will not be disclosed to third parties, except to HP Inc., HP Italy S.r.l., HP Printing and Computing Solutions S.L.U., HP Belgium BV and HPCP Computing and Printing Portugal Unipessoal, Lda. and any of their affiliates (hereinafter "HP Legal Entities") when necessary to enforce the agreement constituted by this admission form. After the expiration of five (5) years and three (3) months from the completed implementation of the Euroconsumers-HP Proposal, personal data may be transferred to HP Legal Entities for archival in case they are later necessary to enforce the agreement constituted by this admission form. In that case, the Consumer will be notified of this change at the time of the transfer.

In case it is necessary for Euroconsumers to share the personal data of the undersigned Consumer with HP Inc., such data may be transferred by Euroconsumers to the US. The transfer would be made - pursuant to Article 49, § 1, let. b, GDPR - if necessary for enforcement of this contract. The undersigned is aware that the data protection laws of the US do not offer a level of protection for personal data equivalent to the protection granted in the EU.

The undersigned, as a data subject, may exercise his rights of access, rectification, erasure, objection, data portability and restriction of processing by writing to Euroconsumers:

- Euroconsumers' Data Protection Officer **at [insert relevant e-mail address]**, Euroconsumers AISBL, Rue De Hollande, 13 B 1060 Bruxelles, Euroconsumers Secretary Tel: +39 02 66 890 324.

The Consumer is also entitled to lodge a complaint with the relevant data protection authority, including the Belgian data protection authority, available via the following website:

<https://www.dataprotectionauthority.be/citizen>

Date: _____ Signature: _____

[To be supplemented with the terms of the Eurconsumers-HP Proposal]

FOR USE OF THE SETTLEMENT ADMINISTRATOR ONLY. THIS SECTION SHOULD NOT BE COMPLETED BY THE CONSUMER.

Euroconsumers and/or Association des Consommateurs Test Achats SC/Verbruikersunie – Test Aankoop CV, in the person of the clerk in charge of verifying the compliance of the collected data, declares that the signature is authentic and corresponds to the identification of the Consumer as resulting from the attached identity document or other reasonable means of identification and that the name on the bank account to which the funds are to be transferred corresponds to that of the claiming Consumer.

Date: _____ Signature: _____

Name (legible): _____

Title: _____

Código seguro de Verificación : CEISER-e077-9d31-d657-4b27-94ab-d655-3a5f-9645 | Puede verificar la integridad de este documento en la siguiente dirección : https://sede.administracionespublicas.gob.es/valida

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GEISER

Nº registro

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CSV

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Annex 4 - For Use in Portugal

Admission Form to the EUROCONSUMERS-HP Settlement Proposal

The undersigned (hereinafter: "Consumer")

Surname and name: _____

Place and date of birth: _____

Identity Card no.: _____

Address: _____

City and ZIP Code: _____ Prov. _____

Tel: _____

Email: _____

through Deco Proteste

HAVING HAD ACCESS TO THE TERMS OF THE EUROCONSUMERS-HP SETTLEMENT PROPOSAL (described in detail at the bottom of this document, hereinafter the "Euroconsumers-HP Proposal"), AFTER DUE AND INFORMED CONSIDERATION OF THE TERMS THEREOF,

ASKS FOR ADMISSION TO THE EUROCONSUMERS-HP SETTLEMENT PROPOSAL

in relation to the following product:

[Note for the Consumer: please tick the box next to the printer model concerned and enter the serial number of that printer.

ATTENTION: each Consumer can make a claim for **ONLY ONE PRINTER AND ITS RELATED CARTRIDGES**

PRINTER MODEL		INDICATE SERIAL NUMBER
HP Officejet Pro 6230		
HP Officejet Pro 6830		
HP Officejet Pro 6835		
HP Officejet Pro 8610		
HP Officejet Pro 8615		
HP Officejet Pro 8620		
HP Officejet Pro 8630		
HP Officejet Pro X476dn MFP		
HP Officejet Pro X576dw MFP		
HP Officejet Pro X451dn		
HP Officejet Pro X451dw		
HP Officejet Pro X551dw		
HP OfficeJet 6950/6951		
HP OfficeJet Pro 6960		
HP OfficeJet Pro 6970		
HP OfficeJet Pro 8710/8715/8718/8719		
HP OfficeJet Pro 8720/8725		

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GEISER-e077-9d31-d657-4b27-94ab-d555-3a5f-9645

HP OfficeJet Pro 8730		
HP OfficeJet Pro 8740		
HP OfficeJet Pro 8210/8218		
HP OfficeJet Pro 7720/7730		
HP OfficeJet Pro 7740		
HP PageWide Pro 352		
HP PageWide Pro 377 MFP		
HP PageWide Pro 452		
HP PageWide Pro 477 MFP		
HP PageWide Pro 552/		
HP PageWide Pro 577 MFP		

The above-indicated printer (including its related cartridges) is hereinafter indicated as the "Product".

In this regard, **the Consumer, being aware of the civil and criminal responsibilities and consequences envisaged in case of false declarations and/or formation or use of false acts as well as in case of presentation of acts containing data no longer corresponding to truth, declares as follows:**

[Note for the Consumer: **mark only one** of the following two options by placing an "X" in the box]

to be the current owner of the Product, **attaching** a "Printer Status Report" (see the website <https://support.hp.com/> for instructions) or an invoice or receipt of payment of the Product showing the current ownership on the date of transmitting this admission form;

OR

to have purchased the Product in the past, but not to be currently in possession of it, **attaching** an invoice or receipt of payment or other document that can probe previous ownership of the Product;

and

- A) to have purchased the Product for personal or domestic use;
- B) not to be aware, at the time of purchase of the product, that the Dynamic Security feature activated on the Product would restrict the use of certain types of non-original cartridges (those with clone chips);
- C) to have suffered damage, **prior to November 17, 2020**, as a result of a blockage caused by the Dynamic Security system of one or more non-original cartridges with clone chips, and that such damage has not been compensated by the reseller of such clone cartridges or otherwise; and
- D) **adhere to Euroconsumers-HP Proposal.**

As a result, the undersigned Consumer:

- 1) **finally and irrevocably waives**, in exchange for the compensation set out in the Euroconsumers-HP Proposal, any possible claim, demand, action, or right (including but not limited to the right to join or submit any claims through class actions initiated by third parties) against HPCP Computing and Printing Portugal Unipessoal, Lda, HP Inc., HP Italy S.r.l. and any other company or person belonging to the HP group (suitable to be named or brought before any authority of any country, judicial or administrative,



in individual, collective or class form and in this last case expressly waiving also the right to join in any way class actions initiated by third parties), directly or indirectly relating to the Product and, more generally, the conduct subject to the proceedings before the Italian Autorità Garante della Concorrenza e del Mercato PS11144 (“*HP-Stampanti e ricambi non originali*”) and the related decision of 17 November 2020, as well as any and all other matters covered by or related to the claims underlying the Euroconsumers-HP Proposal (hereinafter referred to as “**Claim**”);

- 2) **undertakes**, in the event that, for the same matters as those underlying the Euroconsumers-HP Proposal, any sort of Claim or mediation activity (including but not limited to those brought pursuant to Law no. 144/2015 of 8 September and subsequent amendments) has already been commenced before any authority or institution, to inform the relevant authority or institution that the Consumer has entered into the Euroconsumers-HP Proposal and that the Consumer wishes to suspend such Claim or process, at least until receipt of the compensation set out in the Euroconsumers-HP Proposal, and subsequently, upon receipt of such compensation, to definitively waive and terminate such Claims and proceedings, at the Consumer's expense. In addition, the Consumer renounces to give effect in any way to any decision or ruling regarding a Claim issued after his/her transmission of this admission form; and
- 3) **authorizes** HPCP Computing and Printing Portugal Unipessoal Lda, HP Inc. or any other company of the HP group **to communicate directly**, in the Consumer's name and on his behalf, to any authorities or institutions under 2) above, that the undersigned has adhered to the Euroconsumers-HP Proposal and inviting said authority or institution to proceed as provided under 2) above.

Attached to this form are:

- A) a copy of a valid government-issued identity document;
- B) a “Printer Status Report” for the Product, or invoice/receipt of payment or other document proving past ownership of the Product;
- C) if applicable, invoice(s) showing the purchase of non-original cartridges with clone chips for which compensation is sought pursuant to the Euroconsumers-HP Proposal.

THIS FORM MUST BE SIGNED HERE AND DATED BY THE CONSUMER REQUESTING ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL. IF THE FORM IS NOT SIGNED YOUR REQUEST FOR ADMISSION TO THE EUROCONSUMERS-HP PROPOSAL WILL NOT BE ALLOWED.

Date: _____ Consumer' Signature: _____

PRIVACY NOTICE PURSUANT TO ARTICLES 13 AND 14 OF THE EUROPEAN GENERAL DATA PROTECTION REGULATION (EU) 2016/679

For the purposes of the European General Data Protection Regulation (EU) 2016/679 enacted by the European Parliament and the Council on 27 April 2016, the Consumer is hereby informed that the personal data provided hereunder will be processed by Euroconsumers for the purposes of executing and performing this admission form and his admission to the Euroconsumers - HP Proposal. The personal data of the Consumer is necessary and the legal basis for this processing is the performance of a contract.



The personal data will be processed whilst the Euroconsumers - HP Proposal is in force. Upon termination of the Euroconsumers-HP Proposal, the personal data will be retained by Euroconsumers as long as necessary to fully implement the Euroconsumers-HP Proposal, including for as long as may be required by applicable law or contract. During the first five (5) years and three (3) months after implementation of the Euroconsumers-HP Proposal, personal data will not be disclosed to third parties, except to HPCP Computing and Printing Portugal Unipessoal, Lda., HP Inc., HP Italy S.r.l., HP Printing and Computing Solutions S.L.U., HP Belgium BV and any of their affiliates (hereinafter "HP") when necessary to enforce the agreement constituted by this admission form. After the expiration of five (5) years and three (3) months from the completed implementation of the Euroconsumers-HP Proposal, personal data may be transferred to HP Legal Entities for archival in case they are later necessary to enforce the agreement constituted by this admission form. In that case, the Consumer will be notified of this change at the time of the transfer

In case it is necessary for Euroconsumers to share the personal data of the undersigned Consumer with HP Inc., such data may be transferred by Euroconsumers to the US. The transfer would be made - pursuant to Article 49, § 1, let. b, GDPR - if necessary for the enforcement of this contract. The undersigned is aware that the data protection laws of the US do not offer a level of protection for personal data equivalent to the protection granted in the EU.

The undersigned, as a data subject, may exercise his rights of access, rectification, erasure, objection, data portability and restriction of processing by writing to Euroconsumers:

- Euroconsumers' Data Protection Officer at [insert relevant e-mail address], Euroconsumers AISBL, Rue De Hollande, 13 B 1060 Bruxelles, Euroconsumers Secretary Tel: +39 02 66 890 324.

The consumer is also entitled to lodge a complaint with the relevant data protection authority.

Date: _____ Signature: _____

[To be supplemented with the terms of the Euroconsumers-HP Proposal]

FOR USE OF THE SETTLEMENT ADMINISTRATOR ONLY. THIS SECTION SHOULD NOT BE COMPLETED BY THE CONSUMER.

Euroconsumers and/or Deco Proteste, in the person of the clerk in charge of verifying the compliance of the collected data, declares that the signature is authentic and corresponds to the identification of the Consumer as resulting from the attached identity document or other reasonable means of identification and that the name on the bank account to which the funds are to be transferred corresponds to that of the claiming Consumer.

Date: _____ Signature: _____

Name (legible): _____

Title: _____

