

EFRI MEMBERSHIP & REPRESENTATION AGREEMENT

*("Agreement") *

1. Parties

(1) EFRI Member / Victim

Name: _____

Address: _____

Email: _____

("Member")

and

(2) Initiative to combat cybercrime against consumers and retail investors in Europe

(EFRI – European Funds Recovery Initiative)

Association under Austrian law (ZVR: 1493630560),

registered office: Eichenstrasse 28, 2102 Bisamberg

("EFRI" or the "Association").

Member and EFRI are hereinafter jointly referred to as the "Parties".

2. Purpose of the Agreement

2.1 EFRI is a non-profit consumer protection association that represents the interests of victims of fraud, in particular cybercrime and investor fraud, by collecting information, coordinating cases, and supporting the enforcement of claims against fraudsters and entities involved in fraud schemes.

2.2 The Member has suffered losses in connection with an online fraud / investment fraud scheme and wishes to become a member of EFRI and to authorise EFRI to represent his/her interests within the scope of this Agreement.

2.3 This Agreement governs:

- the Member's membership in EFRI, and
- the scope of the power of representation granted by the Member to EFRI in relation to the Member's fraud case(s).

Questions of **litigation funding, legal expenses insurance and success-based remuneration** are *not* regulated in this Agreement and, where applicable, will be subject to a **separate written funding or fee agreement** between the Member, EFRI and/or a litigation funder or lawyer.

3. Membership and Contributions

3.1 By signing this Agreement, the Member applies for membership in EFRI. The membership becomes effective upon countersignature by EFRI's authorised representative or by separate admission resolution.

3.2 The Member pays a **one-off membership fee** of **EUR 75** (seventy-five euro), or such other amount as may be validly determined by the Association's competent body and communicated to the Member prior to signing.

3.3 Ongoing membership contributions (if any) and their amount shall be determined in accordance with EFRI's statutes and membership resolutions. The Member will be informed separately if such ongoing contributions apply.

3.4 The membership fee serves to cover EFRI's organisational costs (including communication with victims, preparation of complaints to authorities, and coordination of cases) and is **not a success fee** and does **not** guarantee recovery of any specific amount.

To the extent that consumer withdrawal rights under the law of the Member's country of residence apply to this Agreement, the Member shall be separately informed of their right of withdrawal and the exercise of that right. Nothing in this Agreement shall limit such mandatory rights.

4. Scope of Representation (Mandate)

4.1 The Member hereby grants EFRI a **revocable power of representation** (power of attorney) to act on the Member's behalf in relation to the fraud case(s) notified to EFRI by the Member, within the limits set out below.

4.2 The power of representation in particular includes the authority for EFRI to:

- a) communicate with law enforcement authorities in connection with the Member's claims;
- b) prepare and submit anti-money-laundering (AML) complaints to competent authorities against payment service providers and other entities involved in the fraud schemes;
- c) obtain copies of files and documents from authorities and institutions for the purpose of examining the Member's case;
- d) communicate with financial market authorities and supervisory authorities;
- e) assert the Member's claims **out of court** against all companies and persons involved in the fraud scheme, including banks, payment service providers, intermediaries and fraudsters;
- f) take any other out-of-court measures that EFRI deems appropriate to defend the Member's rights, with the exception of acts that may only be carried out by lawyers;
- g) instruct lawyers and other professional advisers on behalf of the Member where necessary or expedient, provided that the terms of such engagement (including any fees for the lawyer) are set out in a separate agreement or clearly communicated to the Member.

4.3 The activities listed in clause 4.2 are performed within the framework of the applicable statutory provisions and **do not constitute legal advice by EFRI**. If legal advice and formal party representation are required, EFRI will – where appropriate – recommend or appoint authorised lawyers. These lawyers will advise and represent the Member in their own professional capacity.

4.4 **No settlements without consent**
EFRI is not authorised to enter into a binding settlement on behalf of the Member or to waive the Member's claims **without the Member's express consent**, given in writing (including email) for a specific settlement proposal. Any collective settlement recommendation by EFRI does not replace the individual Member's right to decide whether to accept or refuse a settlement offer.

4.5 In larger coordinated cases, EFRI may:

- negotiate framework agreements or settlement proposals with defendants, and
- recommend acceptance of such agreements to Members.

However, the Member retains the right to accept or reject any settlement proposal. Any conditions relating to litigation funding (e.g. funder's continuation of funding only if a certain majority accepts) shall, where applicable, be governed by a separate funding agreement.

4.6 EFRI may, where necessary, **grant sub-powers of attorney** or appoint sub-agents (in particular lawyers) to perform tasks covered by this Agreement, without requiring a separate power of attorney from the Member for each individual step.

5. Duties of the Member (Cooperation)

5.1 The Member undertakes to support EFRI and any lawyer appointed by EFRI **to the best of his/her knowledge and belief**, in particular by:

- providing all requested information truthfully and completely;
- handing over all relevant documents, correspondence and account records without undue delay;
- informing EFRI promptly of any changes in contact details, new information on the fraud scheme, and any direct communication from banks, payment service providers, regulators or fraudsters;
- appearing before authorities or courts as a party or witness when reasonably requested and legally required.

5.2 The Member confirms that all facts and documents provided to EFRI are **accurate and complete to the best of his/her knowledge**. The Member acknowledges that providing incorrect or incomplete information may negatively affect the chances of recovery and may lead to additional costs (e.g. if proceedings are lost due to false information).

5.3 The Member undertakes **not to take unilateral steps** that conflict with EFRI's coordinated approach (for example, entering into a private settlement, waiving claims, or assigning claims to third parties) without prior consultation with EFRI, provided that such consultation is reasonably possible in time.

6. Standard of Care and Limitation of Liability

6.1 EFRI will exercise the powers granted under this Agreement **in the best interests of the Member**, in compliance with applicable laws and with the care that can be reasonably expected from a non-profit consumer organisation coordinating complex cross-border cases.

6.2 EFRI is **not a law firm and not a litigation funder**. EFRI's role is to:

- collect and process case data,
- coordinate victims,
- prepare and file complaints and submissions, and
- negotiate with authorities and market participants,

with the objective of improving victims' position and enabling efficient legal enforcement.

6.3 EFRI is not liable for the quality of legal advice given by independent lawyers, nor for decisions taken by authorities or courts. However, EFRI will exercise reasonable care in the selection and coordination of lawyers and service providers.

6.4 EFRI's liability towards the Member for damages caused by slight negligence (einfache Fahrlässigkeit) is limited to those damages that are typical and foreseeable in the context of this Agreement. Liability for gross negligence, wilful misconduct and personal injury remains unaffected and cannot be excluded.

7. Duration and Termination

7.1 This Agreement enters into force upon signature by both Parties and remains in effect until:

- the Member's case(s) have been finally concluded and no further coordinated action by EFRI is required, or

- the Agreement is terminated in accordance with this clause 7.

7.2 Termination by the Member

The Member may terminate this Agreement **at any time** by written notice (including email) to EFRI. The termination becomes effective upon receipt by EFRI.

- Termination does not affect the Member's obligation to pay any membership contributions that have already fallen due prior to termination.
- Termination does not automatically terminate any separate funding or fee agreements that the Member may have entered into with a litigation funder or a lawyer. Such agreements must be terminated in accordance with their own terms.

7.3 Termination by EFRI

EFRI may terminate this Agreement by written notice to the Member in particular if:

- the further pursuit of the Member's claims no longer appears predominantly promising in light of court decisions or other objective circumstances,
- the Member seriously or repeatedly breaches his/her cooperation duties (e.g. persistently fails to provide information, provides manifestly false information, or acts in a manner that fundamentally undermines the coordinated strategy), or
- the Member's behaviour makes further cooperation unreasonable for EFRI.

7.4 Effects of termination

Upon termination,

- EFRI will cease its representation and coordination for the Member's case(s);
- EFRI will, upon request and within reasonable limits, provide the Member or the Member's new representative with copies of key documents that EFRI holds on the Member's case, taking into account data protection rules and any third-party confidentiality obligations;
- the Member is free to pursue his/her claims independently or through other representatives.

Any reimbursement of external costs already paid on behalf of the Member (e.g. court fees or third-party expert costs) will only be owed if this has been expressly and separately agreed in writing (e.g. in a litigation funding agreement). This Agreement alone does **not** create a general obligation for the Member to reimburse EFRI's internal costs in the event of termination.

8. Relationship to Litigation Funding and Legal Services

8.1 This Agreement does **not** in itself oblige EFRI to fund court proceedings or to bear the Member's legal fees, nor does it oblige the Member to share a percentage of any recoveries with EFRI.

8.2 If EFRI, a litigation funder or a legal expenses insurer is willing to finance legal proceedings, the rights and obligations relating to such funding (including any success fee or percentage share of recovered amounts) shall be governed exclusively by **separate written agreements** (e.g. a litigation funding agreement, fee agreement with counsel, or insurance policy).

8.3 EFRI may coordinate the negotiation and conclusion of such funding agreements but does not become a litigation funder merely by doing so.

9. Data Protection and Banking Secrecy Waiver

9.1 The Member authorises EFRI, as well as any litigation funder and any lawyer appointed in relation to the Member's case, to **store, record, process and mutually transmit**:

- the Member's personal data (identity and contact details), and
- case-related data and documents, including account information, payment flows, correspondence and procedural documents,

for the purpose of assessing and enforcing the Member's claims, coordinating cases, and dealing with authorities and courts.

9.2 By granting a power of attorney to EFRI, the Member grants EFRI an **express, revocable release from banking secrecy and comparable confidentiality duties** under the applicable provisions of banking and securities laws, to the extent necessary for EFRI to:

- obtain information from financial institutions involved in the fraud scheme, and
- exercise the Member's rights of access to data (e.g. under Article 15 GDPR) vis-à-vis such institutions.

9.3 The Member acknowledges that EFRI will handle personal data in accordance with applicable data protection law (in particular the GDPR). EFRI's detailed data protection information (privacy notice) will be made available to the Member separately (e.g. on EFRI's website or in a separate document).

9.4 The Member may revoke the consent under this clause 9 at any time for the future by written notice to EFRI. The Member acknowledges that such revocation may make further representation by EFRI impossible and may require termination of this Agreement.

10. Miscellaneous

10.1 Governing law

This Agreement is governed by Austrian law, excluding its conflict-of-law rules. Mandatory consumer protection provisions of the Member's country of residence remain unaffected.

10.2 Language

This Agreement is drawn up in English. If translations are provided, the English version shall prevail in case of ambiguities.

10.3 Amendments

Any amendments or additions to this Agreement must be made in writing (including email) to be valid, unless mandatory law provides otherwise.

10.4 Severability

If any provision of this Agreement is held to be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The Parties shall replace any invalid provision with a valid one that comes as close as possible to the economic and legal purpose of the original provision.

Signatures

Place, date: _____

Member

(Signature of Member)

EFRI

(Signature of authorised representative of EFRI)

Name: _____

Function: _____
