

Exhibit B

AGREEMENT FOR PAYMENT OF SETTLEMENT-RELATED PAYMENTS

WHEREAS a Class Action Settlement Agreement and Release has been reached in the lawsuit (the "Suit") entitled *Glen Grayson, et al. v. General Electric Company*, Case No. 3:13-cv-01799-WWE, originally filed on December 4, 2013 in the United States District Court for the District of Connecticut (the "Court");

WHEREAS Samsung Electronics Co., Ltd. ("Samsung"), a corporation organized and existing under the laws of Republic of Korea, has been providing indemnification to General Electric Company ("GE"), in accordance with the Contract Manufacturing Agreement dated December 17, 2002 and effective November 16, 2000 by and between Samsung; GE Appliances Asia Limited (formerly a subsidiary of GE) and GEA Parts, LLC, as amended (the "CMA"); and

WHEREAS due to certain corporate transactions, certain assets, rights and liabilities were transferred from GE to Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company ("Haier");

NOW THEREFORE, Samsung, GE and Haier (collectively, the "Parties") hereby agree as follows.

(1) **Settlement Payments:** The Class Action Settlement Agreement and Release ("Settlement Agreement") to be entered into in the Suit by General Electric Company, Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet and Lauren Harris provides for various payments to be made, consisting of settlement benefits for class members (in a not-yet-determined amount, which will depend on the number and nature of valid claims made) and settlement administration fees to be paid to Epiq Class Action & Claims Solutions, Inc. ("Epiq"); plaintiffs' attorneys' fees and class representative service awards as awarded by the Court not to exceed \$1,350,000, to be paid to Tycko & Zavareei, LLP and IZARD, Kindall & Raabe, LLP (the "Plaintiffs' Attorneys"); and neutral evaluator fees (if necessary) of \$500 per hour, to be paid to Epiq, which will then pay Antonio C. Robaina of McElroy, Deutsch, Mulvaney & Carpenter LLP (the "Neutral Evaluator"). Samsung hereby agrees to make the foregoing payments directly to Epiq and the Plaintiffs' Attorneys as they come due, within the timeframes for the payments and in accordance with the conditions specified in the Settlement Agreement and the Services Agreement to be entered into between Epiq and Samsung. By acknowledging and consenting to this agreement, the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel are not waiving any of their rights against GE under the Settlement Agreement in the event of any failure by Samsung to comply with this agreement.

(2) **Determination of Validity of Claims:** Epiq will perform the function of GE to determine the validity of claims made by Settlement Class Members under Paragraph 40 of the Settlement Agreement. Haier will provide information to Epiq to assist in the determination of the validity of claims. In accordance with the Settlement Agreement, Samsung reserves all rights to verify (a) all of the claims made by Settlement Class Members and (b) all of Epiq's determination of the validity of the claims.

(3) Defense Attorneys' Fees and Expenses: Samsung will continue to pay the attorneys' fees and expenses of Robinson & Cole LLP for the representation of GE in the Suit, as they come due.

(4) Other Obligations: With respect to this Suit only, GE and Haier agree that they will assert no claim for indemnification against Samsung other than for those payments specified in this Agreement or for any additional liabilities, costs or obligations that may arise in the future in connection with this Suit (by way of example only, if the Court rejects or proposes adjustments to the settlement, Plaintiffs or class members assert a claim for breach of the settlement, and/or the additional defense costs that will be incurred by Robinson & Cole LLP). This Agreement shall not otherwise modify or amend in any way Samsung's obligations under the CMA, including Samsung's indemnity obligations with respect to any other claims that may be asserted in relation to the same products at issue in the Suit.

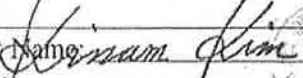
(5) Miscellaneous: This agreement is binding upon, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parent companies, subsidiaries, affiliated entities, assigns, heirs, executors, administrators, insurers, and successors in interest. This agreement contains the entire agreement and understanding between and among the Parties hereto with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. This agreement shall be governed exclusively by the laws of the State of New York without regard to principles of conflicts of law. This agreement may not be modified or amended except in a writing executed on behalf of all of the Parties. The Parties agree that failure to insist on strict compliance with any of the terms hereof shall not constitute a waiver or grounds for estoppel with respect to any rights of any party under this agreement. This agreement shall be deemed severable in the event that any provision is determined to be invalid. This agreement may be executed in counterparts and with electronic signatures and when so executed shall constitute a binding original.

The undersigned represent and warrant that they are duly authorized to execute this agreement on behalf of the entities set forth below, and that they have each carefully read and understood this agreement and had the opportunity to seek legal advice regarding it.

AGREED TO THIS ___ DAY OF JUNE, 2019

Samsung Electronics Co., Ltd.
SAMSUNG ELECTRONICS CO., LTD.

General Electric Company

By: 
Print Name: Ki Nam Kim
Title: Ki Nam Kim, Vice Chairman & CEO

By: _____
Print Name: _____
Title: _____

Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGED AND CONSENTED TO:

Tycko & Zavareei, LLP (for the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel)

By: _____
Print Name: _____
Title: _____

Epig Class Action & Claims Solutions, Inc.

By: ^{DocuSigned by:} Brandon Works
Print Name: Brandon Works
Title: Controller

Antonio C. Robaina of McElroy, Deutsch, Mulvaney & Carpenter LLP

By: _____
Print Name: _____
Title: _____

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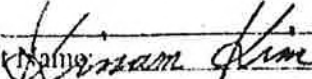
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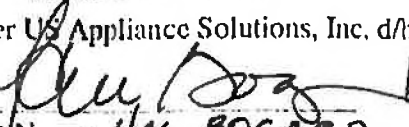
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By: 
Print Name: Ki Hain Kim
Title: Ki Hain Kim, Vice Chairman & CEO

General Electric Company

By: 
Print Name: ROLAND SCHROEDER
Title: GLOBAL EXECUTIVE COUNSEL

Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company

By: 
Print Name: HAL BOGARD
Title: Chief of Litigation

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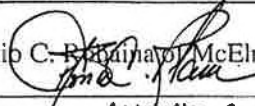
Tycko & Zavareei, LLP (for the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel)

By: _____
Print Name: _____
Title: _____

Epiq Class Action & Claims Solutions, Inc.

By: _____
Print Name: _____
Title: _____

Antonio C. Robaina of McElroy, Deutsch, Mulvaney & Carpenter LLP

By: 
Print Name: ANTONIO C. ROBAINA
Title: NEUTRAL EVALUATOR

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Title: Ki Nam Kim, Vice Chairman & CEO

General Electric Company

By: [Signature]
Print Name: ROLAND SCHROEDER
Title: GLOBAL EXECUTIVE COUNSEL

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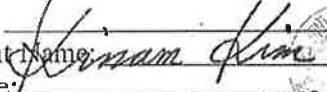
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By: 
Print Name: Hassan A. Zavareei
Title: Partner

Epiq Class Action & Claims Solutions, Inc.

By: _____
Print Name: _____
Title: _____

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