

PARTICIPATION AGREEMENT X (TWITTER) CLAIM

SOMI, the Foundation for Market Information Research, is a non-profit interest group. SOMI is located at the Mr. G. Groen van Prinstererlaan 88A 1181 TR in Amstelveen and is registered with the Chamber of Commerce under the number 66169208. More information about SOMI, our board of directors, the supervisory board and our goals, can be found on our website: www.somi.nl. There you can also find our further contact details.

Participant is a natural person with habitual residence in the Netherlands, 18 years or older and has used Twitter (**X**) after June 1, 2021 or acts as the legal representative of a minor who has used X (previously Twitter) after June 1, 2021 during the period in which they lived in the Netherlands and it is verified whether (a) their personal data are (or have been) involved in the X data leaks; (b) their personal data have been unlawfully processed in the context of microtargeting on the platform, and (c) whether X was (also) used after August 25, 2023.

Victim is either the Participant themselves, or the minor who is represented by the Participant, depending on the Participant's statement.

Article 1 The Lawsuit

1.1 SOMI will file a lawsuit against X (the **Lawsuit**) in relation to violations of European data protection and consumer legislation, including the General Data Protection Regulation ("**GDPR**") and the Digital Services Act ("**DSA**"). The Lawsuit concerns the following violations:

- (i) Inadequate security of personal data collected through the social media services that X offers via the website (www.X.com) and mobile application (the "**X-Platform**"), the data breaches that occurred as a result and the (inadequate) follow-up and handling of those data breaches by X;
- (ii) Unlawful processing of special categories of personal data of X users for its advertising services (microtargeting) and lack of transparency about this in the public advertising register; and
- (iii) Violations of the DSA obligations regarding system risks for large online platforms, including the prevention of 'hate speech' and the obstruction of research into it.

With each of the aforementioned three categories of violations, it is the case that X is not transparent in a lot of matters and that it seems to want to cover up their violations of various laws.

1.2 SOMI will conduct the Lawsuit against X CORP., Twitter International Unlimited Company and Twitter Netherlands B.V. and/or any other legal entities involved in the violations ("**X**").

Article 2 Compensation and Costs

- 2.1 In the Lawsuit, SOMI will, among other things, claim compensation on behalf of the Victims.
- 2.2 In case SOMI wins the Lawsuit, it will try to ensure that X reimburses all the costs of the Lawsuit (the "Costs"). In case SOMI loses the Lawsuit, SOMI shall bear the risk for the Costs.
- 2.3 In the event that any compensation is awarded to the Victim, but the judge does not order X to fully reimburse SOMI's Costs, SOMI shall charge the Participant a percentage of the compensation that is to be received. This percentage will not exceed 15% thereof (Including VAT where applicable) (the "Fee"). This percentage is dependent on the amount of awarded compensation, the duration of the Lawsuit, and the Costs incurred in the Lawsuit. The Costs will be divided proportionally across all of the Participants.
- 2.4 The Participant and the Victim irrevocably agree that the only Fee owed by the Participant to SOMI by X or any third parties will be paid directly to SOMI or, if applicable, any financier of the Lawsuit. SOMI may offset any claims that SOMI may have on the Victim against any payments made by or on behalf of SOMI to this Victim.
- 2.5 In case any compensation paid to the Participant and/or the Victim is paid by X itself or by another interest group, the Participant shall transfer the Fee to SOMI within fourteen days after receiving the compensation, in absence of which SOMI can transfer such claim to any third parties for collection and may add statutory interest and third-party collection costs.

Article 3 Assignment

- 3.1 The Participant gives SOMI the exclusive mandate (assignment) and the authority to, with the exclusion of others (including any other collective interest groups and the Participant and/or Victim themselves), in its own name, represent interests of the Participant and/or the Victim in the Lawsuit, and, in order to serve that purpose, take every (legal) action necessary. The foregoing includes, to the extent required, the explicit authorization as referred to in Article 80 of the GDPR to lodge complaints, to exercise the rights referred to in Articles 77, 78, and 79 GDPR on behalf of the Participant and/or the Victim, and to exercise the right to compensation referred to in Article 54 DSA and Article 82 GDPR on behalf of the Participant and/or the Victim. SOMI is free to shape the way it exercises these rights as it sees fit.
- 3.2 SOMI is free to shape the manner in which it represents the interests of Victim in the Lawsuit as it sees fit.
- 3.3 The Participant declares, in accordance with Article 37 of the Implementation Act General Data Protection Regulation ("UAVG"), that the Participant and/or Victim have no objections against SOMI filing a claim as referred to in Article 3:305a of the Dutch Civil Code ("BW") or an appeal in an administrative procedure as an interested party within the meaning of Article 1:2 paragraph 3 of the Dutch General Administrative Law Act ("Awb").

Article 4 Possible settlement

- 4.1 The Participant acknowledges that SOMI may reject a (proposed) settlement on the grounds that it does not sufficiently do justice to the interests of the Victims. In such

case, SOMI may, at its own discretion, continue to negotiate, (continue to) litigate or take any other actions and pursue further measures.

- 4.2 If SOMI reaches agreement on a settlement for all or part of the Victims, the Participant and/or Victim shall support any request by SOMI to a judge to declare the settlement agreement generally binding, including the compensation for representatives included in that agreement.

Article 5 No guarantees and liability

- 5.1 SOMI will make reasonable efforts to achieve its objectives. However, the Participant is aware that, partly given the uncertainties of legal proceedings and the complexity of the matter, SOMI cannot guarantee a favourable outcome.
- 5.2 SOMI, the members of its board and the supervisory board, its advisors, and any external financier are not liable for any damages the Participant and/or the Victim may suffer in connection with this agreement, the Lawsuit, any negotiations to be conducted or the implementation of any possible settlement by or on behalf of SOMI, with the exception of cases of intent or gross negligence.

Article 6 Revocation and termination

- 6.1 The Participant can revoke this agreement, without stating any reasons, free of charge within fourteen (14) days from the date of signing, by sending an email to welcome@somi.nl.
- 6.2 The Participant may terminate this agreement at any time, without stating any reasons, subject to a notice of thirty (30) days, also by sending an email to welcome@somi.nl. However, in such case the Participant will be liable to pay the Fee to SOMI if the Participant receives any compensation from X.
- 6.3 If the Foundation sees no real possibilities to claim compensation from X or the Lawsuit ends without result, the Foundation has a valid reason on the basis of which it may terminate this agreement.

Article 7 Information provision

- 7.1 SOMI will inform the Participant about the progress of the Lawsuit and about all actions SOMI undertakes in connection with the representation of interests of the Victim. SOMI, at its discretion, will make use of the email address provided by the Participant and/or the SOMI website for this purpose. Updates on the Lawsuit may also be made available in the mobile app developed by SOMI. To receive these updates, the Participant can download the SOMI app.
- 7.2 The Participant will inform SOMI in a timely manner about changes in the Participant's contact details.
- 7.3 At SOMI's request, the Participant shall provide all evidence demonstrating the Victim's use of the Twitter service and any other information required for the purpose of representing the Victim's interests.

Article 8 Privacy

- 8.1 When entering into this agreement and during the Lawsuit, personal data of the Participant and/or Victim will be processed. SOMI processes this personal data in

accordance with its privacy statement, which can be found at <https://somi.nl/en/privacy-statement>.

Article 9 Other

- 9.1 This agreement is governed by Dutch law. All possible disputes arising from the Agreement shall be handled by the competent court in the district of Amsterdam.
- 9.2 Terms referred to in this agreement in the singular shall have the same effect in the plural.
- 9.3 SOMI has the right to unilaterally change this agreement, about which the Participant shall be duly informed. Should the agreement be substantially amended, the Participant has the right to dissolve the agreement.
- 9.4 SOMI is entitled to transfer this agreement to a third party, without requiring any further consent from the Participant or the Victim.

POWER OF ATTORNEY X CLAIM

Article 1 Definitions and Applicability Participation Agreement

- 1.1 Capitalized words in this power of attorney, have the meaning stated in the participation agreement between SOMI and the Participant.
- 1.2 Articles 1, 2, 4, 5, 6, 7, 8 and 9 of the participation agreement apply in full to this power of attorney.

Article 2 Power of Attorney

- 2.1 The participant irrevocably grants SOMI, where applicable also on behalf of any minor Victim(s) represented by the Participant, the exclusive right and exclusive authority (power of attorney), with the right of substitution, to, with the exclusion of others (including any other collective interest groups and the Participant and/or Victim themselves), represent the Victim in and out of court regarding all claims the Victim has against X (formerly Twitter) in connection with the Infringements, and, in order to serve that purpose, take every (legal) action necessary. SOMI is free to determine, at its own discretion, how it exercises this power of attorney.
- 2.2 This power of attorney includes, but is not limited to, the right to initiate (legal) claims, draft and submit court documents, negotiate and conclude a settlement, execute a judgement or have a judgement be executed, and/or issue an opt-out statement in a collective action or collective settlement.