

PARTICIPATION AGREEMENT META CLAIM

SOMI, the Stichting Onderzoek Marktinformatie, is a non-profit interest group. SOMI is located at Mr. G. Groen van Prinstererlaan 88A 1181 TR in Amstelveen and registered with the Chamber of Commerce under number 66169208. More information about SOMI, our board and 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 Facebook after May 25th, 2018 or acts as the legal representative of a minor who has used Facebook after May 25th, 2018.

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

Article 1 The lawsuit

1.1 SOMI will initiate a lawsuit against Meta (the "Lawsuit"). The Lawsuit concerns the following 3 parts :

- Facebook introduced a feature that could easily be abused. A data breach was the result; personal data of 533 million users ended up on the Dark Web. Meta was fined €265 million for this, but this did not compensate the damage suffered by Facebook users;
- Meta has been creating detailed profiles based on collected personal data of its users to show personalized advertisements to users of online services for years, without having a valid legal basis for this ;
- Meta has transferred personal data to the United States for years, without appropriate safeguards to prevent that data from being misused ;

SOMI is launching the Lawsuit because it is essentially of the opinion that all Facebook users have suffered damage as a result of Meta's actions, while Meta has made substantial profits (the three parts are hereinafter referred to as the "Infringements").

1.2 SOMI will conduct the Lawsuit against Meta Platforms Inc., Meta Platforms Ireland Ltd. and Facebook Netherlands B.V. and/or other legal entities involved in the Infringements ("Meta").

Article 2 Compensation and Costs

2.1 In the Lawsuit, SOMI will, among other things, claim compensation for the benefit of the Victims.

2.2 If SOMI wins the Lawsuit, it will try to ensure that Meta reimburses all costs and compensation due to the Lawsuit (the "Costs"), up to an amount of 2% of the total compensation(s) to be paid to Participants by or on behalf of Meta. If SOMI loses the Lawsuit, SOMI will bear the risk for the Costs.

2.3 If any compensation is awarded to the Victims, but the judge does not order Meta to fully reimburse SOMI's Costs, SOMI will charge the Participant a percentage of the compensation received up to a total of 2% thereof (including VAT where applicable) (the "Fee").

- 2.4 The Participant and the Victim irrevocably agree that the only Fee owed by the Participant to SOMI will be paid by Meta or any third parties 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 If any compensation is paid to the Participant and/or the Victim by Meta itself or by another interest group, the Participant will transfer the Fee to SOMI within fourteen days of receipt of the compensation, failing which SOMI will submit such a claim for collection, may transfer to third parties and may increase the statutory interest and collection costs of third parties.

Article 3 Exclusive mandate

- 3.1 The Participant gives SOMI the exclusive responsibility (instruction) to represent the interests of the Participant and/or the Victim in his/her own name, to the exclusion of others (including any other collective interests and the Participant and/or the Victim himself), and to perform any necessary (legal) act for that purpose. This mandate also includes the instruction referred to in Article 80 of the General Data Protection Regulation ("GDPR") 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 82 GDPR. SOMI is free to determine the manner in which it exercises these rights as it sees fit.
- 3.2 SOMI is free to shape the manner in which it represents the interests of the Victim in the Lawsuit as it sees fit.
- 3.3 The Participant declares, in accordance with Article 37 of the Implementation Act of the General Data Protection Regulation ("UAVG"), that the Participant and/or the Victim has no objection to SOMI initiating a claim as referred to in Article 3:305a of the Dutch Civil Code or to an appeal in an administrative law procedure as an interested party within the meaning of Article 1:2 paragraph 3 of the 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 meet sufficient justice to the interests of the Victims. In that case, SOMI can further negotiate, (continue) litigate or take other actions and pursue actions at its own discretion.
- 4.2 If SOMI reaches agreement on a settlement for all or part of the Victims, the Participant and/or the Victim will support any request by SOMI to any 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 SOMI cannot guarantee a favorable outcome, partly in view of the uncertainties of a procedure and the complexity of the matter.
- 5.2 SOMI, the members of its board and supervisory board, its advisors and any external financier are not liable for any damage that the Participant and/or the Victim may suffer in connection with this agreement, the Lawsuit, the negotiations to be conducted or the

implementation of a possible settlement by or on behalf of SOMI, except in cases of intent or gross negligence.

Article 6 Revocation and cancellation

- 6.1 The Participant can revoke this agreement, without giving reasons, free of charge within fourteen (14) days from the day of signature, by sending an e-mail to welcome@somi.nl.
- 6.2 The Participant can terminate this agreement at any other time, without giving reasons, subject to a notice period of thirty (30) days, also by sending an e-mail to welcome@somi.nl. However, the Participant will then owe the Fee to SOMI if the Participant receives any compensation from Meta.
- 6.3 If the Foundation sees no real possibilities to obtain compensation from Meta 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 that SOMI takes in connection with the representation of the interests of the Victim. SOMI will use the e-mail address provided by the Participant and/or the website provided of SOMI at its own discretion. Updates on the Lawsuit can 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 the request of SOMI, the Participant will provide all supporting documents that demonstrate the use of the Facebook service by the Victim and all other information required for the purpose of representing interests.

Article 8 Privacy

- 8.1 When entering into this agreement and during the Lawsuit, personal data of the Participant and/or the Victim will be processed. SOMI processes these personal data in line with its privacy policy, which can be found at www.somi.nl/en/privacy-statement.

Article 9 Other

- 9.1 Dutch law applies to this agreement. All disputes arising from the Agreement will be dealt with by the competent court in the Amsterdam district.
- 9.2 Terms referred to in this agreement in the singular shall continue to have effect in the plural.
- 9.3 SOMI has the right to unilaterally change this agreement, about which the Participant will be properly informed. If the agreement changes materially, the Participant has the right to terminate the agreement.
- 9.4 SOMI is entitled to transfer this agreement to a third party, without any further permission from the Participant or the Victim being required.