

PARTICIPANT AGREEMENT SNAPCHAT CLAIM

SOMI, the Stichting Onderzoek Marktinformatie, is a non-profit advocacy organization. SOMI is located at Stationsplein 45, unit A4.004, 3013 AK in Rotterdam and registered with the Dutch Chamber of Commerce under number 66169208. More information about SOMI, our board, 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 Dutch resident, is 18 years of age or older and used Snapchat after May 25, 2018, or is 18 years of age or older and is acting as the legal representative of a minor(s) who used the Snapchat service after May 25, 2018.

Aggrieved Person is either the Participant himself or herself or the minor represented by the Participant, depending on the Participant's statement.

Article 1 The Lawsuit

1.1 SOMI will initiate a Class Action against Snapchat (the "Class Action") for systematic violations of privacy and consumer rights affecting users of the Snapchat service, provided via its website(s) (including www.snapchat.com) and its mobile app(s). The class action focuses on the following key issues:

- **Unlawful processing of personal data and illegal profiling**
Snapchat processes personal data from (minor) users on a large scale without a valid legal basis. Detailed profiles are created for advertising purposes without users being transparently informed or having given valid consent.
- **Harmful design and addictive algorithms**
The Snapchat service uses manipulative techniques (such as *Snapstreaks*) and algorithms designed to maximize screen time, which is harmful to the mental well-being and development of minor users in particular.
- **Insufficient protection against illegal activities and harmful content**
Snapchat offers insufficient protection against risks such as grooming, exposure to child sexual abuse material (CSAM), and the trafficking of illegal substances. Age verification is inadequate, allowing minors easy access to features that are not appropriate for them.

SOMI is initiating the Class Action because it believes that users of Snapchat have suffered damage as a result of Snapchat's unlawful actions, while Snapchat has made substantial profits from them (the "**Infringements**").

1.2 SOMI will bring the Class Action against, at SOMI's discretion, Snap Inc., Snap Group Limited and/or other affiliated legal entities involved in the Infringements ("**Snapchat**"). Collective claims are often more effective than individual claims by individual users of Snapchat. Due to its scale, resources, and expertise, an entity such as SOMI is more likely to pursue a successful claim than individual users.

Article 2 Damages and Costs

- 2.1 In the Class Action, SOMI will seek, among other things, damages on behalf of the Aggrieved Person.
- 2.2 If SOMI wins the Lawsuit, it will seek to ensure that Snapchat reimburses all costs for the Lawsuit. If SOMI loses the Class Action, SOMI will bear the risk for the costs.
- 2.3 If any damages are awarded to the Aggrieved Person, but the court does not order Snapchat to reimburse SOMI's costs, SOMI will charge the Participant a percentage of the damages received. This percentage shall be 2% (including VAT as applicable) (the "Fee").
- 2.4 The Participant and the Aggrieved Person irrevocably agree that the Fee will be paid by Snapchat or any third parties directly to SOMI or, if applicable, any funder of the Class Action. SOMI may set off any claims that SOMI may acquire against the Aggrieved Person with any payments made by or on behalf of SOMI to the Aggrieved Person.
- 2.5 If any compensation paid to the Participant and/or the Aggrieved Person is paid by Snapchat itself or by another interest organization, the Participant shall remit the Fee to SOMI within fourteen days of receipt of the compensation, failing which SOMI may assign such claim to third parties for collection and may add statutory interest and collection costs.

Article 3 Exclusive mandate

- 3.1 The Participant gives to SOMI the exclusive charge (mandate) to represent, to the exclusion of others (including any other collective advocates and the Participant and/or the Aggrieved Person himself), in its own name, the interests of the Participant and/or the Aggrieved Person in the Class Action, and to perform any necessary (legal) act for that purpose. This mandate also includes the assignment as 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 Aggrieved Person and to exercise on behalf of the Participant and/or the Aggrieved Person the right to compensation referred to in Article 82 GDPR. SOMI shall be free to shape 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 Aggrieved Person in the Lawsuit as it sees fit.
- 3.3 The Participant declares, in accordance with Article 37 of the Dutch GDPR Implementation Act (UAVG), that the Participant and/or the Aggrieved Person have no objection to SOMI bringing a collective claim as referred to in Article 3:305a of the Dutch Civil Code (BW) or filing an appeal in administrative proceedings as an interested party within the meaning of article 1:2(3) of the General Administrative Law Act ("Awb").

Article 4 Eventual settlement

- 4.1 The Participant acknowledges that SOMI may reject a (proposed) settlement on the grounds that it does not sufficiently reflect the interests of all Aggrieved Persons. In such a case, SOMI may negotiate further, (continue to) litigate or pursue other actions.
- 4.2 When SOMI reaches agreement on a settlement for all or a portion of the Aggrieved Persons, the Participant and/or the Aggrieved Person shall support any request by SOMI to any court to declare the settlement agreement binding, including the compensation for representatives included in that agreement.

Article 5 No warranties 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, in part because of the uncertainties of litigation and the complexity of the subject matter.
- 5.2 SOMI, the members of its board of directors and supervisory board, its advisors and any outside funder shall not be liable for any damages that the Participant and/or the Aggrieved Person may suffer in connection with this Agreement, the Lawsuit, negotiations to be conducted, or the execution of any potential settlement by or on behalf of SOMI, except in cases of willful misconduct or gross negligence.

Article 6 Revocation and cancellation

- 6.1 The Participant may revoke this agreement, without giving reasons, free of charge within fourteen (14) days from the day of signing, by sending an e-mail to welcome@somi.nl.
- 6.2 The Participant may at any other time, without giving reasons, terminate this Agreement by giving thirty (30) days' notice, also by emailing welcome@somi.nl. However, the Participant will then owe the Fee to SOMI if the Participant receives any compensation from Snapchat.
- 6.3 If the Foundation sees no real possibility of obtaining compensation from Snapchat or the Lawsuit ends without result, the Foundation has a valid ground on the basis of which it may terminate this agreement.

Article 7 Provision of information

- 7.1 SOMI will inform the Participant about the progress of the Class Action and about all actions taken by SOMI in connection with the representation of the interests of the Aggrieved Person. In doing so, SOMI will use the email address provided by the Participant and/or the mobile app developed by SOMI.
- 7.2 The Participant will notify SOMI of changes in the Participant's contact information in a timely manner.
- 7.3 Upon SOMI's request, the Participant shall provide all documentary evidence demonstrating the use of the Snapchat service by the Aggrieved Person and any other information required for the purpose of advocacy.

Article 8 Privacy

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

Article 9 Other

- 9.1 This Agreement is governed by Dutch law. All disputes arising from the Agreement will be dealt with by the competent court in the district of Amsterdam.
- 9.2 SOMI is entitled to unilaterally modify this agreement, about which the Participant will be duly informed. Should the agreement be substantially modified, the Participant has the right to terminate the agreement.
- 9.3 SOMI is entitled to transfer this agreement to a third party, without any further consent of the Participant or the Aggrieved Person.

