



Claim Code Compliance Document

August 2020

INTRODUCTION

Stichting The Privacy Collective (the "Foundation") endorses the Claim Code that came into force on 1 July 2011 as amended on 4 March 2019 (the "Claim Code").

The Foundation currently has a Board (the "Board") consisting of 3 natural persons and a Supervisory Council (the "Supervisory Council") consisting of 3 natural persons. The Board conducts the management of the Foundation and requires prior written approval of the Supervisory Council for certain resolutions that may significantly impact the Foundation and/or its endeavors to achieve its object.

In this statement, which is published on the website of the Foundation, the Foundation sets out in which way it complies with the Claim Code, and to the extent that the Foundation does not comply with it: why not. In doing so, the Foundation complies with Principle I of the Claim Code and clause 17. of the Articles of Association of the Foundation ("Articles").

PRINCIPLE I: COMPLIANCE WITH THE CLAIM CODE

The Articles of the Foundation prescribe in clause 17 that the Foundation shall comply with the Claim Code. The broad outlines of the Foundation's governance structure shall be published each year on the Foundation's website, with an explicit explanation of the extent to which the Foundation complies with the provisions of the Claim Code, and if not why not and to what extent it deviates from these provisions (clause 17.1. of the Articles).

If the Board wants to deviate from the Claim Code, it needs to submit each proposed change to the Foundation's Supervisory Board for discussion as a separate agenda item (clause 17.3. of the Articles).

PRINCIPLE II: PROTECTING COLLECTIVE INTERESTS ON A NON-PROFIT BASIS

The Foundation is a non-profit organization. The Foundation serves to protect the interests of natural persons who use the Internet by browsing on the internet, and/or using products and/or services that can store, transfer or process personal data in digital form, as a result of which a violation of the right of these persons to have their privacy rights protected or their rights to have their personal data protected, takes place or has taken place, in the broadest sense of the word, as per its statutory purpose, clause 3 of the Articles (the "Affected Parties").

The Foundation does not request any of the Affected Parties to pay a fee to the Foundation, which means that there is no risk of inappropriate use of such funds as identified by the Claim Code in Principle II.

Elaboration II.3 of the Claim Code provides that the Articles should also contain a provision that a liquidation surplus should be distributed amongst the Affected Parties.

While such a provision is absent from the Articles, clause 21.3. of the Articles provides that if the Board adopts a resolution to dissolve the Foundation, it will need to stipulate how surplus funds on winding up, if any, are to be allocated, in line with the object of the Foundation and therefore must benefit the participants of the Foundation or a charitable organisation whose object is similar to that of the Foundation. The resolution to dissolve the Foundation (including the allocation of a possible surplus) is subject to prior written approval of the Supervisory Council (clause 21.3. of the Articles).

PRINCIPLE III: EXTERNAL FUNDING

The Foundation entered into an agreement with Innsworth Capital Limited, a litigation funder based in Jersey and managed by Innsworth Advisors Limited based in London (the "Funder"), and has engaged the Funder to provide funding to the Foundation (the "Funding Agreement").

The Funding Agreement was concluded in writing. Pursuant to the Funding Agreement, the Amsterdam District Court has exclusive jurisdiction and Dutch law applies.

The Foundation's Board has investigated the strength of the Funder's source of funding. The conditions of the Funding Agreement were the subject of discussions between the Foundation's Board and the Funder.

The Funding Agreement guarantees that the Funder will finance the proceedings at first instance as an exclusive representative ('exclusieve belangenbehartiger').

The members of the Board, the members of the Supervisory Council (apart from one, identified below: Principle VII), and the lawyers and service providers of the Foundation are all independent from the Funder and its affiliates, including the Funders' manager(s) (Clause 18. of the Articles).

The Funding Agreement is confidential. The Foundation and the Funder have agreed on conditional information-sharing, to the extent relevant for the Funder in view of its rights and obligations under the Funding Agreement.

If ordered by the (district) court, the Foundation may disclose the Funding Agreement to the relevant (district) court, provided that the Foundation will apply reasonable efforts to ensure that the (district) court only reviews the Funding Agreement and does not disclose any of its contents in a decision which is shared with the defendants and/or the public.

The funding conditions do not conflict with the collective interests the Foundation aims to protect on the basis of its Articles. In return for the services rendered and the risks and costs assumed by the Funder, it will receive a fee of to be determined according to a scale at 25%, 15% and 10% of any financial recovery, the fee therefore reducing as the amount of the financial recovery increases.

PRINCIPLE IV: INDEPENDENCE AND AVOIDANCE OF CONFLICTS OF INTERESTS

There shall be no close family relationships or similar relationships within the Board and the Supervisory Council and between Board members and Supervisory Council members. The same applies to the

relationships of Board members and Supervisory Council members with persons associated with the Funder, including the Funders' manager(s). Primary or ancillary positions of Board members and Supervisory Council members that are prejudicial to their independence should also be avoided (Clauses 4.5. and 14.1. of the Articles).

As explicitly permitted under Elaboration 3 of Principle VII, the Funder has appointed one member of the Supervisory Council as its representative.

The Foundation shall not conclude agreements with a (legal) person or any other entity in which a Board member or Supervisory Council member is involved in the capacity of board member, founder, shareholder, supervisor, associate, partner, member or employee. This shall not apply to the remuneration of a personal private company or other legal entity of a Board member or Supervisory Council member for the performance of his duties on behalf of the Foundation (Clause 14.3. of the Articles).

PRINCIPLE V: COMPOSITION, TASK AND WORKING METHOD OF THE BOARD

The Foundation currently has a Board consisting of 3 persons. The Board has the legal and financial expertise and experience required for the Foundation to be able to perform its activities (Elaborations 3 and 4 of Principle V of the Claim Code and Clause 4.5. of the Articles).

The Board requires the approval of the Supervisory Council for certain resolutions that significantly impact the Foundation and/or its object (Clause 5.4. of the Articles).

The Board maintains a website <https://theprivacycollective.nl>. The website is accessible to the general public. The Board shall publish on the website information that is relevant to its stakeholders, which shall in any case include: (a) the Articles, (b) the object and means of the Foundation, (c) this Claim Code Compliance Document, (d) a document in which the Supervisory Board renders an account of its supervision in broad outline, (e) the remuneration policy for the members of the Board and Supervisory Council, including specified expense allowance and attendance fee (f) the CVs of the members of the Board and the Supervisory Council, (g) relevant interests of the members of the Board and the Supervisory Council, (h) an outline of the plan of approach on the basis of which a potential participant may assess whether the nature and methods of the Foundation are in line with his/her interest, (i) if a contribution is requested: an overview of the contribution(s) requested and an explanation of how this contribution is calculated (j) the most recently adopted report of the Board, (k) updates on any pending litigation and (l) an overview of the outline of the settlement agreement, in case a settlement agreement is concluded by the Foundation (Clause 5.6 of the Articles).

PRINCIPLE VI: REMUNERATION OF THE MEMBERS OF THE BOARD

Board members are entitled to remuneration that is in reasonable proportion to the nature and extent of their work (clause 4.8 of the Articles). The Board shall publish the remuneration policy and the payments made to the members of the Board in its annual report (Elaboration 3 of Principle VI of the Claim Code).

The Board members receive a remuneration at an hourly rate of € 250 (excluding VAT) up to a maximum total amount of

€ 25,000 per Board member for the first phase up to and including the appointment of the exclusive representative, with a conditional possibility to charge additional time if this is necessary. Reasonable travelling costs and other costs and disbursements are reimbursed.

PRINCIPLE VII: THE SUPERVISORY COUNCIL

The Foundation currently has a Supervisory Council consisting of 3 persons. The Supervisory Council has the experience and legal and financial expertise required in accordance with Elaboration VII. 4. and 5. of the Claim Code.

The members of the Supervisory Council are independent of each other and of the Foundation's Board (Elaboration VII. 2. of the Claim Code). They are able to operate independently and critically. One appointed member of the Supervisory Council acts as a representative of the Funder, as expressly permitted in the Claim Code.

The chairperson of the Supervisory Council receives a remuneration (*'vacatiegeldregeling'*) of € 6,250 per year and the other members receive € 5,000 (excluding VAT). Given the complexity of the case, the members of the Supervisory Council may under circumstances charge limited additional fees at an hourly rate of € 250 (excluding VAT) if necessary. Reasonable travelling costs and other costs and disbursements are reimbursed.