

PARTICIPANT AGREEMENT TIKTOK CLAIM

SOMI, the Stichting Onderzoek Marktinformatie, is a non-profit advocacy organization. SOMI is located at Mr. G. Groen van Prinstererlaan 88A 1181 TR in Amstelveen 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 Belgian resident who either:

- (i) is of age and used TikTok himself after May 25, 2018, or;
- (ii) is of legal age and is acting as the legal representative of a minor(s) who has not reached the full age of eighteen years who used TikTok after May 25, 2018.

Defendant 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 file a lawsuit against TikTok (the "**Lawsuit**"). The Lawsuit concerns the social media and video content services offered by TikTok through its website(s) (including www.tiktok.com) and its mobile app(s) (the "**TikTok Service**"). SOMI commences the Lawsuit because it essentially believes that TikTok unlawfully processes personal data of minors and violates consumer law and that harmful content is unlawfully displayed to minors through the TikTok service (the "**Infringements**").
- 1.2 SOMI will bring the Lawsuit in the first instance against, at SOMI's option, TikTok Technology Ltd., TikTok Information Technologies UK Ltd., TikTok Inc., TikTok Technologies Belgium and/or other legal entities involved in the Infringements ("**TikTok**").

Article 2 Damages and Costs

- 2.1 In the Lawsuit, SOMI will seek, among other things, damages on behalf of the Aggrieved Person, as well as on behalf of all persons in Belgium who used the TikTok service as minors.
- 2.2 If SOMI wins the Lawsuit, it will seek to ensure that TikTok reimburses all costs for the Lawsuit. If SOMI loses the Lawsuit, 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 TikTok 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 Compensation will be paid by TikTok or any third parties directly to SOMI or, if applicable, any funder of the Lawsuit. SOMI may set off any claims that SOMI shall obtain against the Aggrieved Person against 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 TikTok itself or by another interest organization, the Participant shall remit the Compensation 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 his own name, the interests of the Participant and/or the Aggrieved Person in the Lawsuit, 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 Defendant in the Lawsuit as it sees fit.
- 3.3 The Participant certifies that the Participant and/or the Aggrieved Person have no objection to the filing by SOMI of a claim for collecals referred to in Article XVII.36 of the Economic Law Code ("WER").

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 the Victims. In such a case, SOMI may negotiate further, (continue to) litigate or pursue other actions and actions.
- 4.2 When SOMI reaches agreement on a settlement or settlement agreement for all or a portion of the Aggrieved Parties, the Participant and/or the Aggrieved Parties shall support any request by SOMI to any court for the settlement agreement to be declared universally binding, including the compensation for advocates 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 TikTok.
- 6.3 If the Foundation sees no real possibility of obtaining compensation from TikTok or the Lawsuit ends without result, SOMI may terminate this agreement with immediate effect.

Article 7 Provision of information

- 7.1 SOMI will inform the Participant about the progress of the Lawsuit and about all actions taken by SOMI in connection with the representation of the interests of the Defendant. 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 TikTok service by the Debtor and any other information required for the purpose of advocacy.

Article 8 Privacy

- 8.1 When entering into this Agreement and during the Legal Case, 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 <http://www.somi.nl/privacy-statement>
- 8.2 The Participant expressly authorizes SOMI to include the Participant's and/or the Aggrieved Person's name and other relevant information in court documents, as well as in other confidential documents that SOMI will exchange with the court and/or TikTok.

Article 9 Other

- 9.1 This Agreement is governed by Belgian law. All disputes arising from the Agreement will be dealt with by the competent court in the district of Ghent.
- 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 Party.

POWER OF ATTORNEY TIKTOK CLAIM

Article 1 Definitions and Applicability Participant Agreement

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

Article 2 Power of Attorney

- 2.1 The Participant, where applicable, also on behalf of any minor Victim(s) represented by the Participant, irrevocably grants SOMI the exclusive right and the exclusive authority (power of attorney), with the right of substitution, to the exclusion of others (including any other collective representatives and the Participant and/or the Victim himself), to represent the Victim in and out of court with regard to all claims that the Victim has against TikTok in connection with the Infringements, and to take all necessary (legal) actions for that purpose . SOMI is free to shape the way in which it uses this power of attorney as it sees fit.
- 2.2 This power of attorney includes, but is not limited to, the right to initiate (legal) proceedings, to appoint law firms and legal counsel, to draft and submit legal documents, to negotiate and reach a settlement, to (have) a judgment executed, and/or to issue an opt-out declaration in a collective action or in a collective settlement.