

Stichting CUIIC – Privacy Foundation for Collective Redress

Claim Code Compliance Document

2023

INTRODUCTION

The Stichting CUIIC – Privacy Foundation for Collective Redress (the "**Foundation**") was established in 2021 to provide individuals with a European enforcement platform to seek collective redress to protect their privacy. In this perspective, the Foundation will aim at ensuring compliance from legal entities and organizations that process personal data, by raising awareness, reaching out to them to ensure the respect of the law, and if necessary initiate litigation (see clause 3.1 of the Articles of Association of the Foundation (the "**Articles**")); and to represent the interests of individuals with respect to the protection of their privacy rights and their rights to have their personal data protected, in the broadest sense of the word (see clause 3.2 of the Articles).

The Foundation endorses the Claim Code that came into force on 1 July 2011 as amended on 4 March 2019 (the "**Claim Code**"). The Claim Code is a self-regulatory instrument for interest groups that was drafted by the Claim Code Committee. The Claim Code consists of principles (the "**Principles**") that are considered to be broadly accepted general guidelines and views on how claim foundations and associations should represent collective interests, including — but not limited to — litigation. The Principles create a set of standards for the founders, directors, supervisory boards, consultants, external funders and advisors engaged by the Foundation or association.

The Foundation currently has a Management Board (the "**Board**") consisting of directors and a Supervisory Board (the "**Supervisory Board**") consisting of supervisory directors. The Board is charged with the management of the Foundation and requires prior written approval of the Supervisory Board (amongst others) for certain resolutions that may significantly impact the Foundation and/or its endeavors to achieve its objects.

Notwithstanding principle V, 7, of the Claim Code, no prior written approval of the Supervisory Board is required for the appointment of board members A and board members B by Stichting Privacy First ("**PR**") and NOYB – European Center for Digital Rights ("**NOYB**"). As CUIIC was founded by these two reputable organizations, they have right to appoint part of the board members.

PRINCIPLE I: COMPLIANCE WITH THE CLAIM CODE

The compliance of the Foundation to the Claim Code will be discussed annually in a joint meeting of the Board and the Supervisory Board. Should the Board ever wish to deviate from one or more Principles of the Claim Code, this shall be submitted to the Supervisory Board for discussion as a separate agenda item as set out in clause 20.3 of the Articles. The Board is required to explain the reasons for such deviation in its Claim Code Compliance Document.

This document is intended to comply with the requirements set out in clause 20.1 of the Articles and in Elaboration 1 of Principle I of the Claim Code, and is published on the Foundation's website: www.cuic.eu

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

The Foundation acts as a non-profit organization in the collective interests of individuals and/or their legal guardians, with respect to the protection of their rights to privacy and their rights to protection of their personal data, whether domiciled or residing either in the Netherlands, or abroad, and who are persons whose interest the Foundations represents pursuant to its object, all terms broadly defined (the "**Aggrieved Parties**").

The Foundation does not generate revenue by requiring the Aggrieved Parties to pay a registration fee. There is therefore no risk of inappropriate use of such funds as identified by the Claim Code in Principle II and for which the Claim Code provides important safeguards.

Clause 24.3 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 objects of the Foundation and will be deployed for an institution serving the public good. The resolution to dissolve the Foundation (including the allocation of a possible surplus) is subject to prior written approval of the Supervisory Board (clause 24.1 of the Articles) and can, in principle, only be passed by a majority of the votes cast at a board meeting at which a majority of the Board members are present or represented (pursuant to clause 7.1 in conjunction with clause 12.1 of the Articles).

Elaboration II.3 of Claim Code provides that the Articles should also contain a provision that a liquidation surplus should be distributed amongst the Aggrieved Parties or deployed for an institution serving the public good, as referred to in section 6.33 paragraph 1(b) of the Income Tax Act 2001, including a charity institution outside the Netherlands in a country designated by ministerial regulation. Per clause 24.3 of the Articles, the Board will determine the destination of any liquidation surplus with the understanding that such determination will be aligned with the statutory objects of the Foundation and will be deployed for an institution serving the public good.

PRINCIPLE III: EXTERNAL FUNDING

The Foundation entered into an agreement with Omni Bridgeway SA ("**Omni Bridgeway**") to (i) provide the funding to the Foundation and (ii) to render services to the Foundation, including drafting marketing and advertising activities, website operations and possible contacts with individual Aggrieved Parties, and all tasks reasonably related thereto.

The Foundation has investigated the track record and reputation of Omni Bridgeway and is satisfied that Omni Bridgeway is wholly independent from any defendant in litigation.

The members of the management Board, members of the Supervisory Board, and the lawyers of the Foundation are all independent from each third party funder and its affiliates. The funding conditions do not conflict with the collective interests the Foundation aims to protect on the basis of its Articles. The control over the strategy of the Foundation as well as the engagement of attorneys lies exclusively with the Foundation. In return for the services rendered and the risks and costs funded by Omni Bridgeway, a fee applies. The fee will be based on a percentage of any financial recovery achieved through a collective settlement or litigation. The percentage depends on the amount of the financial recovery and the costs and duration of the proceedings. For the exact allocation of the fee, we refer to Annex I.

PRINCIPLE IV: INDEPENDENCE OF THE FOUNDATION AND AVOIDING CONFLICTS OF INTERESTS

In accordance with the Claim Code and the Articles, any apparent conflict of interest between the Foundation's engaged advisors, the Supervisory Board, and the Board should be avoided. In all cases where there is a direct or indirect conflict of interest between the interests of the Foundation and the interests of one or more members of the Board or the Supervisory Board, the individual with the conflict of interest will not take part in the deliberations and shall abstain from voting with respect to the matter in which he or she has a conflict of interest (Clauses 14.6 and 14.8 of the Articles). If all members of the Board have a conflict of interest, the resolution shall be taken by the Supervisory Board (Clause 14.6 of the Articles).

PRINCIPLE V: COMPOSITION, TASK AND MODUS OPERANDI OF THE BOARD

The Board represents the Foundation. Elaboration V.1 of the Claim Code provides that the Board of the Foundation should consist of at least three individuals. Currently, the Board consists of: (i) Stichting Privacy First, a Dutch foundation with the purpose to preserve and promote the right to privacy, as well as the personal freedom of living environment, in any manner whatsoever, represented by Wilmar Hendriks (chair); (ii) NOYB – European Center for Digital Rights, a not-for-profit organization with extensive experience in the protection of individuals against entities breaching the right to privacy, represented by lawyer and mass claim specialist Koen Rutten; (iii) Matthijs Visser (MBA), founder of a is consultancy firm, advising entrepreneurs on collaborations and mergers; (iv) Hilde Laffeber - Nicolai, a brand- and communications specialist, and former journalist, diplomat and director of Brand and Communications at Aegon Netherlands; (v) Eliëtte Vaal, lawyer and partner The Data Lawyers, a law firm specialized in IT- and data protection and advisor on IT, privacy and freedom of expression

for national and international clients. Given the current composition of the Board, it has adequate legal and financial expertise and experience.

The Board runs a website for the Foundation: www.cuic.eu. On this website, stakeholders have access to all relevant information, including — but not limited to — the following documents: (i) the Articles, (ii) this Claim Code Compliance Document, (iii) the résumés of the members of the Board and the Supervisory Board, (iv) updates on any pending litigation, and (v) the ability to contact the Foundation.

PRINCIPLE VI: RENUMERATION OF THE MEMBERS OF THE BOARD

The Board members are entitled to a management fee for services rendered to the Foundation (pursuant to clause 4.8 of the Articles). The Board members have the specific expertise (including legal expertise) required for their roles within the Foundation. Given the complex international setting of the matters in which the Foundation operates, the exposure, and the specific requirement of legal knowledge, the Foundation deems it justified to provide a monthly rate of €1250 (excluding VAT) for time spent by its Board members.

PRINCIPLE VII: THE SUPERVISORY BOARD

Currently, the Supervisory Board consists of three individuals: (i) A.N.E. Lacoste, an independent consultant with twenty years of experience in privacy and data protection who supports companies and organizations in their efforts to comply with the GDPR; she previously was head of the international cooperation sector at the European Data Protection Supervisor, and head of the legal service at the Belgian Data Protection Authority; (ii) M. van Luyn, experienced independent consultant in the field of specialized investments and legal project management who -as an investment consultant- is frequently engaged by the collective redress practice at Omni Bridgeway, a global organization specializing in litigation funding and legal risk management. (iii) K. Verhoeven founder of Bureau Digitale Zaken, and adviser Digital Transformation at the DDA and the FCA, trade associations for data centers and digital connectivity; previously he was a member of the Dutch national parliament championing digitalization, privacy, and cyber security. Given the current composition of the Supervisory Board, it has adequate legal and financial expertise and experience. The Supervisory Board meets at least once a year and organizes an annual combined meeting with the Board to discuss the strategy of the Foundation. The Board keeps the Supervisory Board informed on all material matters of the Foundation. As Elaboration VII.7 suggests, the articles of association contain a requirement for the Supervisory Board to order the Board to have the annual accounts verified by a registered auditor. The Supervisory Board is charged with the approval of the annual accounts.

Given the current composition of the Supervisory Board, it has adequate legal and financial expertise and experience, in accordance with Elaboration VII of the Claim Code. For her/his services and duties,

each member of the Supervisory Board is entitled to an amount of EUR €1000 per month (excluding VAT). Any costs and/or out of pocket expenses can be charged separately to the Foundation.

ANNEX I

Time to Resolution (from date of the Funding Agreement)	Column A: Multiple of Funded Costs	Column B: Percentage of Resolution Sum		
		In relation to any part of the Resolution Sum equal to or exceeding Euro 1 up to Euro 50 million	In relation to any part of the Resolution Sum equal to or exceeding Euro 50 million up to Euro 100 million	In relation to any part of the Resolution Sum equal to or exceeding Euro 100 million
0 - 12 months	3x	25%	15%	10%
12 - 24 months	3,5x	25%	15%	10%
24 - 36 months	4x	25%	15%	10%
36+ months	4.5x	25%	15%	10%