

Data Privacy Foundation

Claim Code Compliance Document

2025

INTRODUCTION

The Data Privacy Stichting (the "**Foundation**") was established in 2019 to represent the interests of users, former users and/or their legal guardians of any product or service capable of storing, transmitting, or processing Data regarding the user who are, or at any time have been, subject to a Privacy Intrusion (as defined in clause 1 of the Articles of Association of the Foundation (the "**Articles**")) and to investigate and establish, either directly or indirectly, any liability, for said Privacy Intrusions and all consequences therefrom or otherwise and to perform all activities, or further activities, that are incidental to these ends.

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 consists of principles (the "**Principles**") with elaborations that are considered to be broadly accepted general guidelines and views on how interest groups, such as the Foundation, 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 that interest group, in this instance the Foundation.

The Foundation currently has a management board (the "**Board**") consisting of three board members and a supervisory board (the "**Supervisory Board**") consisting of three supervisory board members. 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 affect the Foundation and/or its endeavors to achieve its objects and/or the interests of the individuals it represents.

PRINCIPLE I: COMPLIANCE WITH THE CLAIM CODE

The Board and Supervisory Board discuss adherence to the Claim Code annually in a joint meeting. Should the Board ever wish to deviate from one or more Principles, it will require prior written approval of the Supervisory Board as set out in clause 7.1 of the Articles. The Board is required to explain the reasons for such deviation in its Claim Code Compliance Document.

This document describes the headlines of the governance of the Foundation and its compliance with the requirements set out in clause 7.2 of the Articles and in Elaboration 1 of Principle I of

the Claim Code, and is published on the Foundation's website: [Documents – Data Privacy Stichting](#).

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

The Foundation acts as a non-profit organization in the collective interests of users, former users and/or their legal guardians, of any product or service capable of storing, transmitting, or processing Data (as defined in the Articles) regarding the user who is or at any time has been, subject to a Privacy Intrusion (as defined in the Articles), and who are persons whose interests the Foundation represents pursuant to its object, all terms broadly defined (the "**Aggrieved Parties**"). This applies irrespective of whether such user is domiciled or resident in the Netherlands or abroad.

The Board represents the Foundation. The authority to represent the Foundation is also vested on two board members that act jointly (Principle II.1 Claim Code and clause 15.2 Articles). 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 27.5 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 employed 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 27.2 in conjunction with clause 26.1 of the Articles) and can, in principle, only be passed by a majority of two thirds of the votes cast at a board meeting at which at least two thirds of the Board members are present or represented (pursuant to clause 27.2 in conjunction with clause 26.2 of the Articles).

Principle II.3 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 27.5 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 (the "**Agreement**") with Liefcabraser Heimann & Bernstein, LLP, based in New York, USA ("**LCHB**"). The Foundation has engaged LCHB to provide the funding of the activities of the Foundation. The Foundation and LCHB have agreed that LCHB can also support the

Foundation in performing marketing and advertising activities, advice and information and with website operations, but only if and to the extent it is instructed to do so by the Foundation.

The Foundation has investigated the track record and reputation of LCHB. LCHB has more than 40 years of successful experience with collective actions in the USA and has built a great track record.

The Foundation is satisfied that LCHB is wholly independent from any defendant in litigation. LCHB has agreed to fund the litigation initiated by the Foundation through (at least) a judgment on the merits by the Court of First Instance. The members of the Board, members of the Supervisory Board, and the lawyers of the Foundation are all independent from LCHB and its affiliates. LCHB and its affiliates are independent of the counterparty in the collective action (Meta). Furthermore, the Agreement provides for an arrangement that safeguards the Foundation's independence in the previous two sentences.

The funding conditions do not conflict with the collective interests the Foundation aims to protect on the basis of its Articles. The control over, amongst others, the litigation and settlement strategy of the Foundation as well as the engagement of attorneys lies exclusively with the Foundation. LCHB has the right to information, but no decision-making power over the Foundation's policy or course of action. The Board acts independently from LCHB. The Agreement includes a forum choice for the Netherlands' courts, a choice of law for Dutch law and a stipulation of LCHB to designate an address in the Netherlands for the benefit of the Agreement. The Agreement provides for a notice period as required by Principle III.6 of the Claim Code and an arrangement that ensures confidentiality of information and delineates what information LCHB has access to. The Foundation ensures that all third parties that the Foundation enters into an agreement with, confirm that they can only accept instructions coming from the Foundation.

In return for the services rendered and the risks and costs assumed by LCHB, LCHB will be entitled to 18% of any financial recovery achieved through a collective settlement or litigation. In the event of non-cash recovery only, where it is not possible to readily determine the cash-equivalent thereof, the compensation to LCHB will not exceed three times the total cost of its services and its funding.

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 13.1 and 19.2 of the Articles). If all members of the Board have a conflict of interest, the resolution shall be taken by the Supervisory Board (clause 13.2 of the Articles).

The Articles do not explicitly prohibit the Foundation from entering into agreements with a legal entity in which a member of the Board or Supervisory Board acts as a director, founder, shareholder, partner, member of the Supervisory board and/or employee. The Foundation is currently not engaged in such an agreement. Since the Foundation has an adequate conflict of interest policy, the current governance of the Foundation provides sufficient safeguards in this respect and sufficiently complies with Principle IV.3 Claim Code.

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

The Board represents the Foundation. Principle V.1 Claim Code provides that the Board of the Foundation should consist of at least three individuals. Currently, the Board consists of three individuals: Mr. H.Th. (Dick) Bouma (former (managing) partner at law firm Pels Rijcken & Droogleever Fortuijn, an expert on class actions and settlements with financial expertise as a curator in large scale bankruptcies), The Right Honourable Dame Elizabeth Gloster, DBE PC (former Lady Justice at the Court of Appeal in London, former Vice-President of the Civil Division of that Court and current judge at the Bermuda Court of Appeal), and Mr. I.S. (Ira) Rubinstein (Senior Fellow at the Information Law Institute at NYU Law School and board member of Stichting Bescherming Privacybelangen). 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.dataprivacystichting.com. As required by Principle V.8 Claim Code, this website provides public 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, (v) the annual report of the Board, (vi) the annual report of the Supervisory Board, and (vii) contact information of the Foundation.

The plan of action enabling Aggrieved Parties to decide whether the nature and operations of the Foundation match their personal interests as referred to in Principle V.8 sub (xi) Claim Code and an overview of the legal actions filed by the Foundation (Principle V.8 sub (xii) Claim Code) can be found at [Our Actions Against Meta – Data Privacy Stichting](#).

PRINCIPLE VI: RENUMERATION OF THE MEMBERS OF THE BOARD

The decision on whether the Board members receive remuneration for services rendered to the Foundation, lies with the Supervisory Board (clause 6.6 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 an hourly rate of EUR 385 / USD 464 / GBP 400 (excluding VAT) for time spent by its Board members. Based on this hourly rate, in 2024 and 2025, the Board members each received an average amount of EUR 30,784.25 (2024 total:

EUR 90,354.00 and 2025 total: EUR 94,351.47,- (excluding VAT)). In addition to their compensation based on the hourly rate, the Board members are also entitled to reimbursement of out-of-pocket expenses.

PRINCIPLE VII: THE SUPERVISORY BOARD

Principle VII Claim Code provides that the Supervisory Board consists of at least three individuals. Currently, the Supervisory Board consists of three individuals: Mrs. A.P.M. (Ada) van der Veer-Vergeer ((former) board and supervisory board member of various multinational companies, including financial institutions and foundations, including board member of Stichting Bescherming Privacybelangen), Mr. A.H. (Benk) Korthals (former defense secretary and justice secretary of the Dutch Government), and Mr. P. (Peter) Ingelse (former President of the Enterprise Chamber of the Amsterdam Court of Appeal). Given the current composition of the Supervisory Board, it has adequate legal and financial expertise and experience, in accordance with Principle VII Claim Code.

The Supervisory Board meets at least once a year and organizes an annual combined meeting with the Board to discuss, amongst others, the strategy of the Foundation. The Board keeps the Supervisory Board informed on all material matters of the Foundation.

The Supervisory Board is charged with the approval of the annual accounts. As Principle VII.7 Claim Code suggests, the Articles contain a requirement for the Supervisory Board to order the Board to have the annual accounts verified by a registered auditor prior to approval by the Supervisory Board (clause 24.3 Articles).

For her/his services and duties, each member of the Supervisory Board is entitled to an amount of EUR 8,000 per annum (excluding VAT). The chair is entitled to an amount of EUR 10,000 per annum (excluding VAT). Any costs and/or out-of-pocket expenses may be charged separately to the Foundation.