

# TIKTOK AGREEMENT OF PARTICIPATION, ASSIGNMENT AGREEMENT, MANDATE TO UNDERTAKE (LEGAL) ACTIONS AGAINST TIKTOK, AND MANDATE TO EXERCISE TIKTOK RELATED GDPR RIGHTS ON BEHALF OF PARTICIPANT

The foundation 'Stichting Onderzoek Marktinformatie', residing in The Netherlands (1171 LP) Badhoevedorp, Prins Mauritslaan nr. 37, represented by her directors (the '**Foundation**'), and

who will participate in this agreement (the '**Participant**') on his or her own behalf or as a legal representative/guardian of the following child under the age of 18 years old:

(in which case, in this agreement, the child can also be referred to as the '**Participant**'). The Foundation and the Participant will be called the '**Parties**'.

## PARTICIPATION AND ASSIGNMENT

### TAKE INTO CONSIDERATION THE FOLLOWING

- A. TikTok Information Technologies UK Limited (with an office in London, England at WeWork Aviation House, Kingsway nr. 125, WC2B 6NH) and/or TikTok Inc. and/or TikTok Pte. Ltd., with all (legal) entities who qualify as group companies or holdings, with all affiliated (legal) entities (hereafter referred to as '**TikTok**') is developed for the recording, editing and sharing of short videos via (among others) the application (app) of TikTok and her platform;
- B. TikTok and possible other (legal) entities such as (among others) TikTok affiliated corporations and/or corporations such as Facebook and Appsflyer, or applications or practices under other names or with which TikTok shares or exchanges information, including data platforms or activities using names as Via Maker, Resso, Musical.ly, GeoGif, TopBuzz, Vigo Video, Toutiao or Douyin, has (as it appears) breached privacy regulation such as the General Data Protection Regulation (GDPR) and therefore conducted unlawfully against her users which results in (a possible) liability and a legal obligation to compensate damages of those users;
- C. Users of TikTok possibly have suffered damages, which include (administrative costs to be advanced by the Foundation) court and litigation costs and also out of court legal costs (under Dutch law recognized in article 6:96 BW), or will suffer damages in the future due to the above mentioned unlawful conduct of TikTok (and others) and have the right or rights to claim compensation for such damages from TikTok (and possibly others) (the '**Rights**');
- D. Among those Rights are all rights of users of TikTok to hold TikTok liable and accountable and to start legal actions and proceedings in court against TikTok (and/or possible others), in order to (amongst others) pursue a declaratory decision and/or compensation for damages and to start and participate in (out of court) negotiations with TikTok (and/or possibly others) in order to reach a settlement;
- E. The Participant (demonstrable) declares himself or herself or as legal representative/guardian of a person under the age of 18 years old to have been a user of the services and application(s) and platform(s) of TikTok and in that capacity has (possible) rights and/or claims against TikTok (and/or possibly others);
- F. The Participant wishes to assign the Rights to the Foundation on the terms of this Agreement in order to let the Foundation either exercise those Rights against TikTok (and/or possibly others) by a court procedure, (out of court) negotiations and/or reaching a settlement, of which the Foundation will bear the risks and costs, or assign those Rights to (a) third (legal) entity or entities;
- G. The Foundation will, in return for the assignment of the Rights, pay the Participant a price which will be a part of the amount which the Foundation (possibly) will receive from TikTok (and/or possibly others) as compensation for damages or which the Foundation will receive from other (legal) entities for an assignment of those Rights to them by the Foundation;

## **HAVE AGREED**

### **Artikel 1 Assignment of the Rights**

- 1.1. The Participant will sell and transfer to the Foundation (under Dutch law referred to as 'cessie') and the Foundation hereby buys and acquires the Rights against TikTok (and/of others) with regard to the compensation of damages as described above under C, D and E, on the following terms and conditions.
- 1.2. The Foundation will receive complete legal and beneficial ownership, title and interest in, the Rights and all rights and entitlements incidental in any way thereto. The Foundation has the right to exercise the Rights in her own name, at her own risk and expenses, free of any interference of the Participant.
- 1.3. Pursuant to this agreement, the Foundation is entitled to inform any of the (legal) entities of the assignment of the Rights, as a result of which the Rights will be transferred to the Foundation.

### **Artikel 2 Price of the assignment**

- 2.1. The Participant will merely receive a price for the assignment of the Rights if the Foundation will receive an amount from or in name of TikTok as compensation for damages or if the Foundation will receive an amount from another (legal) entity as a price for an assignment of the Rights from the Foundation to such other (legal) entity.
- 2.2. The price for the assignment of the Rights of the Participant is set at:
  - o 80 percent of the amount the Foundation will receive from TikTok as compensation of damages, or 80 percent of the amount the Foundation will receive from another (legal) entity as a price for an assignment of the Rights by the Foundation to such other (legal) entity, or
- 2.3. The Participant acknowledges that the amount and the emergence of this price will completely depend on whether the Foundation will successfully exercise the Rights (in or out of court) or whether the Foundation will successfully assign the Rights to another (legal) entity and even if the Foundation is not successful in exercising the Rights or in assigning them, the Participant also acknowledges that the (administrative) costs of participation, paid in advance by the Participant, will not be returned by the Foundation.

### **Artikel 3 Mandate**

- 3.1. Alternatively, if there is no assignment as mentioned in Article 1 of this agreement, the Participant hereby grants a mandate ("last" as specified in the Dutch civil code in article 7:414 BW) to the Foundation to, in her own name and excluding the Participant, exercise the Rights of the Participant as mentioned above under C, D and E, and to do whatever is necessary in order to exercise those Rights.
- 3.2. In deviation from article 7:422 lid 2 BW (of the Dutch civil code) this mandate agreement will not be ended or be terminated by the Participant by notice shorter than one year, neither by death, guardianship, bankruptcy or legal restraint of the Participant.

### **Artikel 4 Applicable law and competent court**

- 4.1. This agreement is reached under and is governed by Dutch law exclusively.
- 4.2. All disputes relating to this agreement shall exclusively be settled by the competent court of Noord-Holland, location Haarlem, the Netherlands.

### **Artikel 5 Other provisions**

- 5.1. The Participant is obliged to, immediately and in writing, inform the Foundation of any change of address or any of the other information provided by the Participant and the Participant is obliged to send all correspondence to the Foundation by using exclusively the contact information of the Foundation as mentioned on her website [www.somi.nl](http://www.somi.nl).
- 5.2. This agreement is subject to the terms & conditions of the Foundation, as published on the website of the Foundation [www.somi.nl](http://www.somi.nl) and in which the Foundation has exempted any liability against towards the Participant or any third parties.
- 5.3. The address of the Participant and all other personal data of the Participant will be stored by or on behalf of the Foundation in an automated file, to which the Participant agrees. The administration as kept by the Foundation is binding and decisive, except when the Participant is able to provide evidence of the contrary.
- 5.4. Any payments by the Foundation to the Participant shall be made to the bank account number given above unless the Participant duly notifies the Foundation by registered letter of any other account number on his or her name. The Participant hereby and in advance grants discharge to the Foundation for these payments.
- 5.5. Parties hereby waive their rights to dissolve or terminate this agreement.

- 5.6. Pursuant to article 8 GDPR, permission is required from the legal representative/guardian for the processing of the personal data of minors. In The Netherlands, this requirement applies to children younger than the age of 16 years old. The Foundation does not have the intent to collect or to process any personal data of users of TikTok who are minors for any goal other than necessary to exercise the Rights or to further assign the Rights. Any legal representative/guardian therefore must inform the Foundation they will (also) act in such capacity (thus as legal representative/guardian of minors), by mentioning this at the top of the form 'SOMI TikTok Claim'.

The Participant declares support for the actions of the Foundation with regard to TikTok and directs the Foundation to administratively process the participation of the Participant in these actions. The Participant will be charged a single and fixed registration fee payable to the Foundation of EUR 17,50 – as far as the Participant did not sign up for any previous registration, temporarily fee of free, and did not previously sign up to participate in the Zoom Claim as organized by the Foundation.

In witness whereof, the undersigned, being duly authorized to do so, have signed this agreement

- I participate in this action and the complaint letter against TikTok.\*
- If this action is successful, compensation will be paid. 80% of the benefit is given to the participant and the remaining 20% is taken by SOMI.

*This is on a no cure no pay basis. The amount will be withheld when the payment of the compensation will take place.*

## **PARTICIPATION AND MANDATE TO UNDERTAKE (LEGAL) ACTIONS AGAINST TIKTOK**

### **TAKE INTO CONSIDERATION THE FOLLOWING**

- A. TikTok Information Technologies UK Limited (with an office in London, England at WeWork Aviation House, Kingsway nr. 125, WC2B 6NH) and/or TikTok Inc. and/or TikTok Pte. Ltd., with all (legal) entities who qualify as group companies or holdings, with all affiliated (legal) entities (hereafter referred to as '**TikTok**') is developed for the recording, editing, and sharing of short videos via (among others) the application (app) of TikTok and her platform;
- B. TikTok and possible other (legal) entities such as (among others) TikTok affiliated corporations and/or corporations such as Facebook and AppsFlyer, or applications or practices under other names or with which TikTok shares or exchanges information, including data platforms or activities using names as Via Maker, Resso, Musical.ly, GeoGif, TopBuzz, Vigo Video, Toutiao or Douyin, has (as it appears) breached privacy regulation such as the General Data Protection Regulation (GDPR) and therefore conducted unlawfully against her users which results in (a possible) liability and a legal obligation to compensate damages of those users;
- C. Users of TikTok possibly have suffered damages, which include (administrative costs to be advanced by the Foundation) court and litigation costs and also out of court legal costs (under Dutch law recognized in article 6:96 BW), or will suffer damages in the future due to the above mentioned unlawful conduct of TikTok (and others) and have the right or rights to claim compensation for such damages from TikTok (and possibly others) (the '**Rights**');
- D. Among those Rights are all rights of users of TikTok to hold TikTok liable and accountable and to start legal actions and proceedings in court against TikTok (and/or possible others), in order to (amongst others) pursue a declaratory decision and/or compensation for damages and to start and participate in (out of court) negotiations with TikTok (and/or possibly others) in order to reach a settlement;
- E. The Participant (demonstrable) declares himself or herself or as legal representative/guardian of a person under the age of 18 years old to have been a user of the services and application(s) and platform(s) of TikTok and in that capacity has (possible) rights and/or claims against TikTok (and/or possibly others);
- F. The Participant wishes to mandate the Foundation on the terms of this agreement in order for the Foundation to file complaints at TikTok or at the Autoriteit Persoonsgegevens and/or for the Foundation to claim for compensation of damages from TikTok (and/or others) by legal proceedings in court, conducting negotiations and/or reaching a settlement, of which the Foundation will bear the risks and costs relating to such legal proceedings in court, negotiations and/or settlements, or for the Foundation to assign the Rights to other (legal) entities;

## HAVE AGREED

### Artikel 1 Mandate

- 1.1. The Participant hereby grants a mandate (“last” as specified in the Dutch civil code in article 7:414 BW) to the Foundation to, in her own name and excluding the Participant, exercise the Rights of the Participant as mentioned above under C, D and E, and to do whatever is necessary in order to exercise those Rights.
- 1.2. In deviation from article 7:422 lid 2 BW (of the Dutch civil code) this mandate agreement will not be ended or be terminated by the Participant by notice shorter than one year, neither by death, guardianship, bankruptcy, or legal restraint of the Participant.

### Artikel 2 Applicable law and competent court

- 2.1. This agreement is reached under and is governed by Dutch law exclusively.
- 2.2. All disputes relating to this agreement shall exclusively be settled by the competent court of Noord-Holland, location Haarlem, the Netherlands.

### Artikel 3 Other provisions

- 3.1. The Participant is obliged to, immediately and in writing, inform the Foundation of any change of address or any of the other information provided by the Participant, and the Participant is obliged to send all correspondence to the Foundation by using exclusively the contact information of the Foundation as mentioned on her website [www.somi.nl](http://www.somi.nl).
- 3.2. This agreement is subject to the terms & conditions of the Foundation, as published on the website of the Foundation [www.somi.nl](http://www.somi.nl) and in which the Foundation has exempted any liability against towards the Participant or any third parties.
- 3.3. The address of the Participant and all other personal data of the Participant will be stored by or on behalf of the Foundation in an automated file, to which the Participant agrees. The administration as kept by the Foundation is binding and decisive, except when the Participant is able to provide evidence of the contrary.
- 3.4. Any payments by the Foundation to the Participant shall be made to the bank account number given above unless the Participant duly notifies the Foundation by registered letter of any other account number on his or her name. The Participant hereby and in advance grants discharge to the Foundation for these payments.
- 3.5. Parties hereby waive their rights to dissolve or terminate this agreement.
- 3.6. Pursuant to article 8 GDPR, permission is required from the legal representative/guardian for the processing of personal data of minors. In The Netherlands, this requirement applies to children younger than the age of 16 years old. The Foundation does not have the intent to collect or to process any personal data of users of TikTok who are minors for any goal other than necessary to exercise the Rights or to further assign the Rights. Any legal representative/guardian therefore must inform the Foundation they will (also) act in such capacity (thus as legal representative/guardian of minors), by mentioning this at the top of the form ‘SOMI TikTok Claim’.

The Participant declares support for the actions of the Foundation with regard to TikTok and directs the Foundation to administratively process the participation of the Participant in these actions. The Participant will be charged a single and fixed registration fee payable to the Foundation of EUR 17,50 – as far as the Participant did not sign up for any previous registration, temporarily fee of free, and did not previously sign up to participate in the Zoom Claim as organized by the Foundation.

In witness whereof, the undersigned, being duly authorized to do so, have signed this agreement

- I participate and mandate to undertake (legal) actions against TikTok.\*

## PARTICIPATION AND MANDATE TO EXERCISE TIKTOK RELATED GDPR RIGHTS ON BEHALF OF PARTICIPANT

### TAKE INTO CONSIDERATION THE FOLLOWING

- A. TikTok Information Technologies UK Limited (with an office in London, England at WeWork Aviation House, Kingsway nr. 125, WC2B 6NH) and/or TikTok Inc. and/or TikTok Pte. Ltd., with all (legal) entities who qualify as group companies or holdings, with all affiliated (legal) entities (hereafter referred to as ‘TikTok’) is

developed for the recording, editing and sharing of short videos via (among others) the application (app) of TikTok and her platform;

- B. TikTok and possible other (legal) entities such as (among others) TikTok affiliated corporations and/or corporations such as Facebook and Appsflyer, or applications or practices under other names or with which TikTok shares or exchanges information, including data platforms or activities using names as Via Maker, Resso, Musical.ly, GeoGif, TopBuzz, Vigo Video, Toutiao or Douyin, has (as it appears) breached privacy regulation such as the General Data Protection Regulation (GDPR) and therefore conducted unlawfully against her users which results in (a possible) liability and a legal obligation to compensate damages of those users;
- C. Users of TikTok possibly have suffered damages, which include (administrative costs to be advanced by the Foundation) court and litigation costs and also out of court legal costs (under Dutch law recognized in article 6:96 BW), or will suffer damages in the future due to the above mentioned unlawful conduct of TikTok (and others) and have the right or rights to claim compensation for such damages from TikTok (and possibly others) (the '**Rights**');
- D. Among those Rights are all rights of users of TikTok to hold TikTok liable and accountable and to start legal actions and proceedings in court against TikTok (and/or possible others), in order to (amongst others) pursue a declaratory decision and/or compensation for damages and to start and participate in (out of court) negotiations with TikTok (and/or possibly others) in order to reach a settlement;
- E. The Participant (demonstrable) declares himself or herself or as legal representative/guardian of a person under the age of 18 years old to have been a user of the services and application(s) and platform(s) of TikTok and in that capacity has (possible) rights and/or claims against TikTok (and/or possibly others);
- F. The Participant wishes to mandate the Foundation on the terms of this agreement in order for the Foundation to file complaints at TikTok or at the Autoriteit Persoonsgegevens and/or fort the Foundation to claim for compensation of damages from TikTok (and/or others) by legal proceedings in court, conducting negotiations and/or reaching a settlement, of which the Foundation will bear the risks and costs relating to such legal proceedings in court, negotiations and/or settlements, or for the Foundation to assign the Rights to other (legal) entities;
- G. The Participant wishes to mandate the Foundation on the terms of this agreement to collect information about the Participant and personal data of the Participant from TikTok and from (legal) entities with whom TikTok has shared such information and personal data, to investigate the processing of such data by TikTok and other (legal) entities;

## **HAVE AGREED**

### **Artikel 1 Instruction and mandate to collect and process data**

- 1.1. The Participant declares support for the actions of the Foundation and instructs the Foundation to administratively process the participation of the Participant in these actions. The Participant will be charged a single and fixed registration fee payable to the Foundation of EUR 17,50 – as far as the Participant did not sign up for any previous registration, temporarily fee of free, and did not previously sign up to participate in the Zoom Claim as organized by the Foundation.
- 1.2. When and where necessary, the Participant hereby mandates the Foundation, as well as all (legal) entities mandated by the Foundation, to, on behalf of the Participant, take any and all actions, in or out of court, against TikTok or other (legal) entities with whom data has been shared by TikTok (including but not limited to (legal) entities trading under the name Facebook and Appsflyer) and other (legal) entities at the discretion of the Foundation, relating to the use of TikTok, aimed at:
  - i. Collecting and processing information and personal data of the Participant, in and/or outside The Netherlands;
  - ii. Collecting and processing information and personal data of the use of TikTok by the Participant, in and/or outside The Netherlands;
  - iii. Investigating and collecting information in order to assess the (privacy) rights of the Participant and/or in order to file a complaint to data processing (legal) entities and/or the Autoriteit Persoonsgegevens or any foreign equivalent;
  - iv. Investigating possibilities to assess any damages of the Participant caused by the use of TikTok;
- 1.3. The mandate granted by the Participant to the Foundation as described in this article 1 can be modified by the Participant (and thus be limited or extended) by online setting the preferences to:
  - i. TikTok and any affiliated or cooperating (legal) entities or data processing entities;

- ii. The above (under i.) mentioned (legal) entities or data processing entities plus all (legal) entities or data processing entities those entities have shared information or data with or where information or data was stored or transmitted to as referred to in the GDPR relating the Participant or relevant for the investigation of compliance with the GDPR;
- iii. All (legal) entities or data processing entities that have collected, stored or shared information or data as referred to in the GDPR, especially relating the Participant, in any way or period or in any capacity or (legal) basis, and to which the Participant or the Foundation is of the opinion that compliance to the GDPR will or can be investigated.

## **Artikel 2      Liability**

- 2.1. The Foundation will not be liable to the Participant for damages relating to the collecting and processing and the investigation as mentioned above in article 1, or for damages relating to the storage of such information and data.
- 2.2. The Foundation will not be liable to the Participant for damages relating to data leaks or (attempts of) theft of the information and data mentioned in article 1.
- 2.3. The Participant will under no circumstances hold the Foundation liable for any consequences relating to the collection, processing and storage of the information and data mentioned in article 1.

## **Artikel 3      Applicable law and competent court**

- 3.1. This agreement is reached under and is governed by Dutch law exclusively.
- 3.2. All disputes relating to this agreement shall exclusively be settled by the competent court of Noord-Holland, location Haarlem, the Netherlands.

## **Artikel 4      Other provisions**

- 4.1. The Participant is obliged to, immediately and in writing, inform the Foundation of any change of address or any of the other information provided by the Participant and the Participant is obliged to send all correspondence to the Foundation by using exclusively the contact information of the Foundation as mentioned on her website [www.somi.nl](http://www.somi.nl).
- 4.2. This agreement is subject to the terms & conditions of the Foundation, as published on the website of the Foundation [www.somi.nl](http://www.somi.nl) and in which the Foundation has exempted any liability against towards the Participant or any third parties.
- 4.3. The address of the Participant and all other personal data of the Participant will be stored by or on behalf of the Foundation in an automated file, to which the Participant agrees. The administration as kept by the Foundation is binding and decisive, except when the Participant is able to provide evidence of the contrary.
- 4.4. Any payments by the Foundation to the Participant shall be made to the bank account number given above, unless the Participant duly notifies the Foundation by registered letter of any other account number on his or her name. The Participant hereby and in advance grants discharge to the Foundation for these payments.
- 4.5. Parties hereby waive their rights to dissolve or terminate this agreement.
- 4.6. Pursuant to article 8 GDPR, permission is required from the legal representative/guardian for the processing of personal data of minors. In The Netherlands, this requirement applies to children younger than the age of 16 years old. The Foundation does not have the intent to collect or to process any personal data of users of TikTok who are minors for any goal other than necessary to exercise the Rights or to further assign the Rights. Any legal representative/guardian therefore must inform the Foundation they will (also) act in such capacity (thus as legal representative/guardian of minors), by mentioning this at the top of the form 'SOMI TikTok Claim'.

The Participant declares support for the actions of the Foundation with regard to TikTok and directs the Foundation to administratively process the participation of the Participant in these actions. The Participant will be charged a single and fixed registration fee payable to the Foundation of EUR 17,50 – as far as the Participant did not sign up for any previous registration, temporarily fee of free, and did not previously sign up to participate in the Zoom Claim as organized by the Foundation.

In witness whereof, the undersigned, being duly authorized to do so, have signed this agreement

- I participate and mandate to exercise TikTok related GDPR rights on behalf of me\*

This authorization applies to: \*

- all (legal) persons selected by me or by SOMI

**Please send together with the signing:**

- a copy of ID: passport/driver's license/ID card/other.

(In order to protect your privacy, we recommend crossing out your photo, citizen service number (BSN) and the machine-readable zone (MRZ) in the copy provided to us. We recommend using the [KopieID app](#) (CopyID app), to make a safe copy of your identity document by using your smartphone.)

**The Foundation reserves the right not to take in and register any incomplete (original) forms/agreements.**