

FRAMEWORK COOPERATION AGREEMENT

This framework cooperation agreement is made on 2021 (the “Cooperation Agreement”),

BETWEEN

FACEBOOK IRELAND LIMITED, a company organized under the laws of the Republic of Ireland, with its registered office at 4 Grand Canal Square, Grand Canal Harbour Dublin 2, Ireland (“Facebook Ireland”);

AND

EUROCONSUMERS, an international non-profit organization incorporated and existing under the laws of Belgium with its registered office at 1060 Brussels, Hollandstraat 13, Belgium, registered with the Crossroads Bank for Enterprises under no. 0465.936.134 (“Euroconsumers”);

AND

ASSOCIAZIONE ALTROCONSUMO, an Italian non-profit organization incorporated and existing under the laws of Italy, with its registered office at Via Valassina 22, Milan, Italy, tax code 97010850150 (hereinafter referred to as “Altroconsumo”);

AND

ORGANIZACIÓN DE CONSUMIDORES Y USUARIOS, a Spanish non-profit organization incorporated and existing under the laws of Spain, with its registered office at Calle Albarracín, 21, 28037, Madrid, Spain, registered with the Spanish State Register of Consumers and Users Organization under no. 181 (Registro Estatal de Organizaciones de Consumidores y Usuarios) (“OCU”);

AND

BELGISCHE VERBRUIKERSUNIE TEST AANKOOP VZW, a Belgian non-profit organization incorporated and existing under the laws of Belgium, with its registered office at 1060 Brussels, Hollandstraat 13, Belgium, registered with the Crossroads Bank for Enterprises under no. 0407.703.668 (“Test Aankoop”);

AND

ASSOCIAÇÃO PORTUGUESA PARA A DEFESA DO CONSUMIDOR DECO, a Portuguese non-profit organization incorporated and existing under the laws of Portugal, with its registered office at Rua de Artilharia Um, n° 79-4°- 1269-160 Lisbon, Portugal, registered with the Commercial Registry Office under no. 500 927 693 (“**DECO**”);

(Euroconsumers, Altroconsumo, OCU, Test Aankoop, and DECO collectively the “**Euroconsumers Entities**”)

(all together with Facebook Ireland, the “**Parties**,” individually, a “**Party**”).

WHEREAS:

The following recitals (“**Recitals**”) constitute an integral and substantial part of this Cooperation Agreement:

- a) The Euroconsumers Entities are independent consumer organizations who promote, protect, and defend the interests of consumers in Belgium, Italy, Portugal, and Spain. The Euroconsumers Entities work to ensure that consumers are safe, that markets are fair and benefit from honest relations with businesses and authorities.
- b) Facebook is used by more than 2.8 billion users in countries worldwide and is accessible through the website (www.facebook.com) and through applications for mobile phones and tablets (the “**Facebook Service**”).
- c) For users in Italy, Belgium, Portugal, and Spain, the Facebook Service is provided by Facebook Ireland. Facebook Ireland’s position is that no other entity – including Facebook, Inc., Facebook Italy S r l, Facebook Belgium BVBA, and Facebook Spain S.L. (collectively the “**Other Facebook Entities**”) provides the Facebook Service for users in these countries.
- d) On the contrary, the Euroconsumers Entities take the position that there is an involvement of all the Facebook entities and it is for this reason that the class actions, mentioned in letter e) below have been filed against all of them, including Facebook, Inc., Facebook Italy S.r.l., Facebook Belgium BVBA, and Facebook Spain S.L.
- e) During conversations held by the Parties during the latest months concerning several cases filed by the Euroconsumers Entities, as described in **Annex I** (the “**Euroconsumers Cases**”), the Parties realized that they shared an interest in protecting the rights and safety of Facebook users.
- f) Therefore, they have discussed possible cooperative efforts between the Parties (the “**Negotiations**”).
- g) While Facebook Ireland disagrees with the allegations in the Euroconsumers Cases and expressly rejects all liability and while the Euroconsumers Entities, on the contrary, reaffirm the validity of their claims, Facebook Ireland shares the Euroconsumers Entities’ dedication to the safety and privacy rights of Facebook users.

- h) In light of this shared interest and the understanding that a cooperative relationship is most fruitful for each Party's objective of protecting the rights and safety of Facebook users, the Parties agree that no collaborative actions can be implemented as long as the Euroconsumers Cases are pending in front of judicial authorities. Therefore, the Parties have agreed to end their litigious relationship, engage in a collaborative relationship, and resolve any further disputes arising in the next three years between them through alternative dispute resolution methods (the "**Collaboration Period**"), as set out below.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Cooperation Agreement Supersedes Negotiations

- 1.1 For purposes of interpreting their intent, the Parties clarify that the provisions of this Cooperation Agreement override those of any prior document and/or communication including during or in furtherance of the Negotiations. If any discrepancies, inconsistencies, or differences exist between a provision of this Cooperation Agreement and those of a prior agreement and/or communication, including any such communication during the course of the Negotiations, the terms of this Cooperation Agreement shall prevail.

2. Obligations of the Parties

- 2.1 Subject to the performance of this Cooperation Agreement and in exchange for the mutual concessions and obligations as set forth herein, upon the Parties exchanging a fully executed copy of this Cooperation Agreement, the Parties undertake the obligations set forth in this Section 2. Each Party represents and warrants that it shall exercise good faith in its dealings with the other Party and in performance of its obligations under this Cooperation Agreement.
- 2.2 **Providing Benefit for Facebook Users:**
- 2.2.1 Following the withdrawal and termination of the Euroconsumers Cases, Euroconsumers, including by and through its European member organizations, will undertake actions in good faith during the Collaboration Period for the benefit of consumers and, in particular, Facebook users, including:
- a) Digital Empowerment: initiatives focused on increasing consumer awareness of personal data privacy concerns, with a focus on new technology (for example, artificial intelligence, algorithmic transparency, and augmented and virtual reality).
 - b) Online Scams: initiatives focused on increasing consumer awareness of online scams, and providing education to help consumers protect themselves from such scams.

c) Sustainability: initiatives focused on increasing consumer awareness of their role in the digital age, including the way in which consumption behaviours have an impact on environmental sustainability.

2.2.2 Facebook Ireland agrees to reasonably support these actions taken by Euroconsumers for the protection and benefit of Facebook users monetarily and with other valuable consideration, following the withdrawal and termination of all the Euroconsumers Cases.

2.3 **Public Announcement of the Parties' Collaboration:** Following the withdrawal and termination of the Euroconsumers Cases, the Parties agree to jointly issue a press release (the "**Joint Press Release**") detailing their new collaboration. The Parties, following additional negotiations, may agree, if necessary, on the final language of the Joint Press Release. Any further public statements beyond the Joint Press Release shall be limited to statements agreed upon in writing by the Parties.

2.4 **Implementation of collaborative efforts:** In order to more specifically identify and address the Parties' collaborative relationship, including details regarding Facebook Ireland's support as detailed at Section 2.2.2 of this Cooperation Agreement, Facebook Ireland and Euroconsumers agree to enter, if necessary, into a further implementation agreement(s) where they would more specifically address the terms of their collaboration efforts. Unless more specifically set forth in a further implementation agreement, Facebook Ireland will not be bound to contribute support beyond what Facebook Ireland, at its sole discretion, deems reasonable.

3. No Admission of Fault

3.1 This Cooperation Agreement shall not infer or be construed as an acknowledgement of any allegations made by either Party against the other Party.

4. Confidentiality and Non-Disclosure

4.1 Each Party agrees to keep the existence and terms of this Cooperation Agreement and the contents of the Negotiations leading to its execution strictly confidential, except:

4.1.1 The Parties are allowed to publicly announce the collaboration strictly in accordance with Section 2.3 of this Cooperation Agreement;

4.1.2 Facebook Ireland and Euroconsumers Entities may disclose the existence and terms of this Cooperation Agreement to the Other Facebook Entities and Euroconsumers Entities and their personnel for the purposes of implementing the terms of this Cooperation Agreement and satisfying its obligations thereunder;

4.1.3 Upon express written authorization given by the other Party;

4.1.4 As needed to satisfy obligations expressly imposed by law.

- 4.2 Each agrees to ensure that its directors, officers, employees, agents and representatives comply with the confidentiality of the existence and terms of this Cooperation Agreement, and treat as confidential any related documentation and information (if any).
- 4.3 The Parties mutually agree that the performance of the obligations set forth in this Section 4 constitutes an essential and substantial part of this Cooperation Agreement.
- 4.4 In the event that any portion, or the entirety, of this Cooperation Agreement is declared null and void, or the Cooperation Agreement is terminated pursuant to Section 9, the obligations set forth in this Section 4 shall remain in force.

5. Consent

- 5.1 The language of all parts of this Cooperation Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Cooperation Agreement. This Cooperation Agreement shall be construed as if the Parties and their counsel jointly prepared this Cooperation Agreement, and any uncertainty or ambiguity shall not be interpreted against any Party and in favor of the other Party. The Parties acknowledge that the terms of this Cooperation Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party acknowledges that its consent to this Cooperation Agreement is freely informed and given.
- 5.2 Each Party hereby represents and warrants that all necessary corporate and/or other authorizations required for the purposes of entering into this Cooperation Agreement have been validly obtained. Each of the Parties hereby represents and warrants that this Cooperation Agreement constitutes its binding obligation, enforceable against it in accordance with its terms.

6. Non-disparagement

- 6.1 During the Collaboration Period, each Party undertakes not to act in a way that is disloyal to the other Parties, or could harm the reputation or economic, commercial or administrative situation of the other Parties or that of its respective affiliates, managers, shareholders and employees.
- 6.2 Notwithstanding the foregoing, nothing herein shall prevent each Party from making truthful statements or providing truthful information.

7. Expenses

- 7.1 The Parties mutually agree that each Party shall bear its own costs, fees and expenses, including attorney fees, in connection with the negotiation, preparation and execution of this Cooperation Agreement.

8. Amendments and Changes

- 8.1 Any amendment, change or modification of this Cooperation Agreement shall be provided by written agreement between the Parties.

- 8.2 Any such proposed amendment, change or modification shall be delivered via email to the following addresses:

For Facebook Ireland:

White & Case LLP
Aalok Sharma
Email: asharma@whitecase.com
And
Rachel Feldman
Email: rfeldman@whitecase.com

For Euroconsumers Entities:

Ltf Consulting / Arcas Law
Marco Scialdone
Email: marco.scialdone@unier.it
And
Bart Volders
Email: bart.volders@arcaslaw.be

- 8.3 Each Party undertakes the obligation to promptly communicate to the other any variation or modification of the abovementioned addresses.

9. Termination

- 9.1 If any Party does not fulfill any section or obligation in this Cooperation Agreement, the Cooperation Agreement shall be terminated in full at the other Party's discretion. Each section of this Cooperation Agreement is deemed material. The Party seeking to terminate the agreement must provide notice of termination via email to the addresses listed in Section 8.2. Any disputes regarding Termination shall be handled in accordance with Section 12 of this Cooperation Agreement.

10. Waiver Clause

- 10.1 A Party's failure to exercise or delay in exercising any right, power, action or claim under this Cooperation Agreement shall not operate as a waiver, nor shall any single or partial exercise of any right, power or claim preclude any other or further exercise thereof.

11. Language

- 11.1 This Cooperation Agreement shall be drafted in English and Dutch. The English version will prevail in case of any dispute.

12. Applicable Law and Venue

- 12.1 This Cooperation Agreement is governed by the laws of Belgium.
- 12.2 Any dispute, claim or controversy arising out of or related to the interpretation, execution or termination of this Cooperation Agreement shall be resolved among the Parties in an

amicable manner through out-of-court confidential negotiations and/or non-binding mediations. If such negotiations do not lead the Parties to reach an amicable solution on the matter within 90 days (or a longer period if the Parties so agree), the Parties agree to submit any continuing disputes to CEPANI.

13. Miscellaneous

- 13.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

This Settlement Agreement has been signed in Brussels (Belgium), Milan (Italy), Lisbon (Portugal), Madrid (Spain) and Dublin (Ireland) in six originals. Each Party acknowledges having received one duly signed original.

(Each Party signs this document with the handwritten words: "*read and approved*".)

For Facebook Ireland

For Euroconsumers

READ AND APPROVED

[Redacted Signature]

Name: Kim Waite

Name:

Title: Associate General Counsel

Title:

Date of signature: Jan 21, 2021

Date of signature:

For Test Aankoop

For Altroconsumo

Name:

Name:

Title:

Title:

Date of signature:

Date of signature:

For DECO

For OCU

Name:

Name:

Title:

Title:

Date of signature:

Date of signature:

Annex I – Cases

The Euroconsumers' European member organizations have filed four cases alleging, depending on the jurisdictions, violations of data protection law, unfair competition law, unfair commercial practices law, consumer law, contract law, and/or privacy law by Facebook Ireland and the Other Facebook Entities. Specifically, these four cases are:

- (i) Associazione Altroconsumo v. Facebook, Inc. et al, Court of Milan; Milan Court case no. 47993/2018;
- (ii) Belgische Verbruikersunie Test Aankoop Vzw v. Facebook, Inc. et al. – Case No.: A/18/02498, Dutch-speaking Enterprise Court of Brussels;
- (iii) Associação Portuguesa Para A Defesa do Consumidor v. Facebook, Inc. et al. – Case No.: 26304/18.8T8LSB, Judicial District Court of Lisbon, Central Civil Court of Lisbon; and
- (iv) Organización De Consumidores Y Usuarios v. Facebook Spain et al., *Juicio Verbal* (Oral Proceedings) no. 1411/2018 before the Commercial Court no. 5 of Madrid,

(collectively the “Euroconsumers Cases”).

FRAMEWORK COOPERATION AGREEMENT

This framework cooperation agreement is made on January 7, 2021 (the "Cooperation Agreement"),

BETWEEN

FACEBOOK IRELAND LIMITED, a company organized under the laws of the Republic of Ireland, with its registered office at 4 Grand Canal Square, Grand Canal Harbour Dublin 2, Ireland ("Facebook Ireland");

AND

EUROCONSUMERS, an international non-profit organization incorporated and existing under the laws of Belgium with its registered office at 1060 Brussels, Hollandstraat 13, Belgium, registered with the Crossroads Bank for Enterprises under no. 0465.936.134 ("Euroconsumers");

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4.1.3 Upon express written authorization given by the other Party;

4.1.4 As needed to satisfy obligations expressly imposed by law.

- 4.2 Each agrees to ensure that its directors, officers, employees, agents and representatives comply with the confidentiality of the existence and terms of this Cooperation Agreement, and treat as confidential any related documentation and information (if any).
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For Facebook Ireland:

White & Case LLP
Aalok Sharma
Email: asharma@whitecase.com
And
Rachel Feldman
Email: rfeldman@whitecase.com

For Euroconsumers Entities:

Ltf Consulting / Arcas Law
Marco Scialdone
Email: marco.scialdone@unier.it
And
Bart Volders
Email: bart.volders@arcaslaw.be

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9. Termination

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mediations. If such negotiations do not lead the Parties to reach an amicable solution on the matter within 90 days (or a longer period if the Parties so agree), the Parties agree to submit any continuing disputes to CEPANI.

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* * *

This Settlement Agreement has been signed in Brussels (Belgium), Milan (Italy), Lisbon (Portugal), Madrid (Spain) and Dublin (Ireland) in six originals. Each Party acknowledges having received one duly signed original.

(Each Party signs this document with the handwritten words: "read and approved".)

For Facebook Ireland

Name:

Title:

Date of signature:

For Euroconsumers

Name:

Title:

Date of signature: 17/01/2021

For Test Aankoop

Read and approved
Name: MECHELS
IVO

Title: DIRECTOR

Date of signature:

14-01-2021

Read and approved.
DE WASCA ARMAND
DIRECTOR

7 of 9

For Altroconsumo

Name: LUISA CRISIGIOVANNI

Title: SECRETARY GENERAL

Date of signature: 15.01.2021

u

For DECO



Name: CARLOS VARGAS

Title: PRESIDENT

Date of signature: 19/01/2021

For OCU



Name: ESTHER RODRIGUEZ

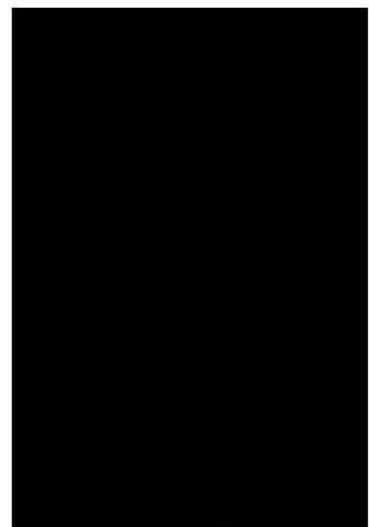
Title: DIRECTORA

Date of signature: 22/01/2021



MIGUEL A. FEITO

22/01/2021



Annex I – Cases

The Euroconsumers' European member organizations have filed four cases alleging, depending on the jurisdictions, violations of data protection law, unfair competition law, unfair commercial practices law, consumer law, contract law, and/or privacy law by Facebook Ireland and the Other Facebook Entities. Specifically, these four cases are:

- (i) *Associazione Altroconsumo v. Facebook, Inc. et al*, Court of Milan; Milan Court case no. 47993/2018;
- (ii) *Belgische Verbruikersunie Test Aankoop Vzw v. Facebook, Inc. et al.* – Case No.: A/18/02498, Dutch-speaking Enterprise Court of Brussels;
- (iii) *Associação Portuguesa Para A Defesa do Consumidor v. Facebook, Inc. et al.* – Case No.: 26304/18.8T8LSB, Judicial District Court of Lisbon, Central Civil Court of Lisbon; and
- (iv) *Organización De Consumidores Y Usuarios v. Facebook Spain et al., Juicio Verbal* (Oral Proceedings) no. 1411/2018 before the Commercial Court no. 5 of Madrid,

(collectively the “Euroconsumers Cases”).