DATA PROCESSING ADDENDUM

Effective Date: September 1, 2020

THIS DATA PROCESSING ADDENDUM (this "**DPA**") supplements and is a part of the MasterMind Terms and Conditions of Use & Sale entered into between MasterMind Consulting, LLC ("**MasterMind**", "**we**", "**us**" and "**our**"), and the individual or entity who purchased subscription rights to the MasterMind platform via the Terms and Conditions of Use & Sale ("**Subscriber**", "**you**" and "**your**"). Certain words and phrases in this DPA have special meanings that are provided either where they first appear as indicated by **bold text**, or in Section 6, as indicated by text link where they first appear. This English language version controls regardless of any translation. The definitions ascribed to the defined words shall be interpreted as defined terms regardless of capitalization.

1.   SCOPE AND PURPOSE.

1.1   Subscriber Personal Data. The MasterMind platform provides our subscribers with tools they can use to market and sell their own products and services, including hosting events, to end users. When you first subscribed to our platform, you agreed to our Terms and Conditions of Use & Sale and allowed us to collect from you certain subscription-related data, including some limited personal data such as your name, email address and payment information. We act as the controller of that Subscriber Personal Data.

1.2   End User Personal Data. After you subscribe to our platform and use it to sell your own products and services, and/or host events, you collect data from your own end users including whatever personal data you feel is needed for your business. You act as the controller of that End User Personal Data you collected. We, in turn, act as your processor when you use the feature of our platform that allows you to store End User Personal Data on our systems.

1.3   Purpose; GDPR, CCPA, and LGPD. The two-fold purpose of this DPA is to supplement the Terms and Conditions of Use & Sale by establishing the parties' respective rights and obligations under the GDPR, CCPA and LGPD with respect to: (a) the Subscriber Personal Data with respect to which we act as controller; and (b) the End User Personal Data for which you act as controller and we act as your processor.

2.   CONTROLLER OBLIGATIONS.

2.1   Independent Controllers. Unless otherwise agreed by the parties, when Subscriber processes personal data as a controller pursuant to the terms of the DPA, MasterMind and Subscriber process personal data as independent controllers. Each controller is solely responsible for its own obligations as a controller, as required under the applicable data privacy law. To the extent any investigation or action is commenced against us as a result of your processing, sharing, or transferring of End User Personal Data (except if caused by our failure to fulfill our obligations under Section 3 of this DPA), you will indemnify, defend and hold us and our agents and representatives harmless.

2.2   International Transfers. In our role as a controller of Subscriber Personal Data, you acknowledge that we and our processors may maintain data processing operations in countries that are outside of the European Economic Area and Switzerland. As such, we and our processors may process Subscriber Personal Data in non-EEA and non-Swiss countries, and the parties as controllers will enter into the Controller-to-Controller Standard Contractual Clauses, attached hereto as Annex 1 and incorporated into this DPA.

3.   PROCESSOR OBLIGATIONS.

We act as your processor when you use the feature of our platform that allows you to store End User Personal Data on our systems. The subject-matter of our processing is the End User Personal Data you provide to us. The nature and purpose of our processing is limited to storage for retrieval by you. We do not typically conduct read-access to End User Personal Data in connection with the provision of the platform. All of our processing of End User Personal Data further adheres to the following obligations:

3.1   Appropriate measures. We will implement appropriate technical and organizational measures in such a manner that our processing on your behalf will meet the requirements of applicable

law.

3.2 **Appointment of Subprocessors.** You agree that we may appoint subprocessors to assist with providing our products and services, including without limitation processing Subscriber Personal Data. We will maintain an updated list of the names and location of all subprocessors used for processing Subscriber Personal Data under this DPA here and hereby incorporated into this DPA by reference. We will update the list here of any subprocessor to be appointed or replaced at leas 30 days prior to the commencement date of which the subprocessor will begin processing Subscriber Personal Data. In the event you object to a new subprocessor in accordance with the terms of this DPA, you must immediately provide your objection to us in writing. In such event, we will allow you to terminate the Terms and Conditions of Use & Sale immediately.

3.3 **Processing Obligations.** In our role as a processor of End User Personal Data, we specifically will:

(a) process End User Personal Data only on your documented lawful instructions including with regard to transfers to a third country or an international organization, unless our actions are required by applicable law to which we are subject; in such a case we will inform your before processing, unless prohibited by that law;

(b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) take all measures required under GDPR Article 32;

(d) respects the conditions referred to in Sections 4.2 and 4.4 for engaging another processor;

(e) taking into account the nature of the processing, assist you by appropriate technical and organizational measures, insofar as possible, in fulfilling your obligation to respond to requests for exercising the data subject's rights under applicable law;

(f) assist you in ensuring compliance with your obligations under GDPR Articles 32 to 36, taking into account the nature of processing and the information available to us;

(g) at your election, delete or return all End User Personal Data to you at end of our relationship under the Subscriber Terms of Service, and delete existing copies unless applicable law requires storage of the personal data; and

(h) make available to you all information necessary to demonstrate our compliance with this DPA and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you.

We will immediately inform you if, in our opinion, an instruction you gave us violates the GDPR.

3.4 **Subprocessors.** If we engage a subprocessor to carry out specific processing activities on your behalf, the same obligations in this DPA will be imposed on that other processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. If the subprocessor breaches those obligations, we will be responsible to you.

3.5 **End User Requests.** We will, to the extent legally permitted, promptly notify you if an End User seeks to exercise its data subject access and related rights under applicable law through us instead of you, and we will reasonably cooperate with you to fulfill your obligations provided that you are responsible for any reasonable costs arising therefrom.

3.6 **Breach Notification.** We will notify you without undue delay after becoming aware that there has been a breach of the security of our systems leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the End User Personal Data transmitted, stored or otherwise processed by us. Such notification will include that information a processor must provide to a

controller under GDPR Article 33(3) to the extent such information is reasonably available to MasterMind.

3.7   International Transfers. When you store End User Personal Data on our systems, it is automatically transferred outside of both your home jurisdiction and the overall European Economic Area to the United States. Where we process or permit our subprocessor to process End User Personal Data outside of the EEA, we will comply with the requirements of the Controller-to-Processor Standard Contractual Clauses, attached hereto as Annex 2 and incorporated into this DPA.

3.8   Personal Data Use. In our role as a processor, we will not sell, retain, use or disclose End User Personal Data for any purpose other than for the specific purposes for providing the services, as set forth in this DPA and the other applicable terms.

4.   PRECEDENCE; BINDING CONTRACT.

Conflicts between the Terms and Conditions of Use & Sale and/or our general Privacy Statement on the one hand, and this DPA on the other hand, with respect to a party's rights or obligations governing, related to, or arising out of Subscriber Personal Data and End User Personal Data shall be resolved in favor of this DPA. By continuing to use the platform following the Effective Date of this DPA, Subscriber will have affirmatively manifested its intent to be bound to the terms and subject to the conditions of this DPA.

5.   GLOSSARY; INTERPRETATION.

"**CCPA**" means the California Consumer Privacy Act and its implementing regulations, as each are amended from time to time.

"**Platform**" means the MasterMind platform owned and operated by MasterMind Consulting, LLC and described here.

"**Controller**" has the meaning given to it in the GDPR except that, for purposes of the CCPA, that term and its meaning are, wherever used in this DPA, substituted with the term "**Business**" as defined in the CCPA.

"**Data Subject**" has the meaning given to it in the GDPR except that, for purposes of the CCPA, that term and its meaning are, wherever used in this DPA, substituted with the term "**Consumer**" as defined in the CCPA.

"**End User**" means any natural person from whom you collect personal data including visitors to your web sites and the actual and prospective customers of your goods and services.
"**End User Personal Data**" means certain personal data you collect from the prospective and actual customers of the goods and services you promote using web sites created with our platform.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and all national legislation implementing or supplementing it, as the foregoing are amended from time to time.

"**LGPD**" means the Brazilian General Protection Law.

"**Personal data**" has the meaning given to it in the GDPR except that, for purposes of the CCPA, that term and its meaning are, wherever used in this DPA, substituted with the term "**Personal information**" as defined in the CCPA.

"**Process**"/"**Processing**" has the meaning given to it in the GDPR with substantially the same meaning under the CCPA.

"**Processor**" has the meaning given to it in the GDPR except that, for purposes of the CCPA, that term and its meaning are, wherever used in this DPA, substituted with the term "**Service provider**" as defined in the CCPA.

"**Sell**" has the meaning given to it in the CCPA.

"**Subscriber Personal Data**" means certain personal data we collect from you and your workforce when you subscribe to our Platform specifically described here.

"**Subprocessor(s)**" means any third party processor engaged by processor, including entities and affiliates of processor, who receive personal data from processor for processing on behalf of controller and in accordance with controller's instructions (as communicated by processor) and the terms of its written subcontract.

"**Standard Contractual Clauses**" means the Standard Contractual Clauses contained in the European Commission's decision 2004/915/EC of 27 December 2004 amending Decision 2001/497/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries and 2010/87/EU of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection. The Standard Contractual Clauses are incorporated into this Addendum. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses should prevail. See https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en for current information on clauses. See also Annex 1 & 2, which are hereby incorporated into this DPA by reference.

"**Terms and Conditions of Use & Sale**" means the MasterMind Terms and Conditions of Use & Sale Service found here.

END OF DATA PROCESSING ADDENDUM

ANNEX 1

Standard Contractual Clauses (Controller)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as "Subscriber", "you" and "your" in the DPA
(the **"data exporter"**)

and

MasterMind Consulting, LLC
3443 W Bavaria St.
Eagle, ID 83616
(the "**data importer**")

each a "party"; together "the parties"

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Definitions

For the purposes of the clauses:

(a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established)

(b) "the data exporter" shall mean the controller who transfers the personal data;

(c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

(d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses

Clause 1

Obligations of the data exporter

The data exporter warrants and undertakes that:

(a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

(b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

(c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

(d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

<div align="center">

Clause 2

Obligations of the data importer

</div>

The data importer warrants and undertakes that:

(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

(e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

(f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with the data processing principles set forth in Annex A.

(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

> **(i)** the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

> **(ii)** the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

> **(iii)** data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

> **(iv)** with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

Clause 3

Liability and this party rights

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses 1(b), 1(d), 1(e), 2(a), 2(c), 2(d), 2(e), 2(h), 2(i), 3(a), 5, 6(d) and 7 against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall

have the burden to prove that it took reasonable efforts).

Clause 4

Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

Clause 5

Resolution of disputes with data subjects or the authority

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

Clause 6

Termination

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

> **(i)** the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

> **(ii)** compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

> **(iii)** the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

> **(iv)** a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

(v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause 6(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

Clause 7

Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

Clause 8

Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause 1(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: September 1, 2020

APPENDIX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to

evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a)

(i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

(b) where otherwise provided by the law of the data exporter.

APPENDIX B

Data Subjects

The personal data transferred concern the following categories of data subjects:

The visitors to, and users of, our online and mobile resources; our customers; current members of our workforce and those who apply for posted jobs; and third party vendors and business partners.

Purposes of the transfer(s)

The transfer is made for the following purposes:

To perform the services as outlined in the MasterMind Terms and Conditions.

Categories of data

The personal data transferred concern the following categories of data:

The non-personal information that's collected automatically from each visitor, such as your device operating system; and personal information that you voluntarily provide to us or that is collected automatically.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Information provided to MasterMind may be shared internally. Additionally, information such as a content creator's name may be shared publicly in the MasterMind Marketplace. MasterMind may also share data with it's subprocessors. A list of all subprocessors can be found here.

ANNEX 2

Standard Contractual Clauses (processor)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as "Subscriber", "you" and "your" in the DPA
(the **"data exporter"**)

and

MasterMind Consulting, LLC
3443 W Bavaria St.
Eagle, ID 83616
888-411-0243
legal@clickfunnels.com
(the "**data importer**")

each a "party"; together "the parties"

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the

 Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures

are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data

subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the

data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (3). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

<div align="center">

Clause 12

Obligation after the termination of personal data-processing services

</div>

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

<div align="center">

APPENDIX C

</div>

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The data exporter is the the individual or entity who purchased subscription rights to the MasterMind platform via the Terms and Conditions of Use & Sale

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

The data importer is MasterMind Consulting, LLC

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

The visitors to, and users of, our online and mobile resources; our customers; current members of our workforce and those who apply for posted jobs; and third party vendors and business partners.

Categories of data

The personal data transferred concern the following categories of data (please specify):

The non-personal information that's collected automatically from each visitor, such as your device operating system; and personal information that you voluntarily provide to us or that is collected automatically.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Emails and Online Forms: to respond to, and process, requests

Registering for an Account: to create and manage accounts; to communicate with users and any sub-accounts created via email

Registering for Events: to register you for events and send you communications related to.

Becoming a Subscriber to Our Service: to perform and provide the products and services purchased as outlined in the Terms and Conditions

Social Media and Community Features: to provide optional social media-like features; anything posted, uploaded, or otherwise voluntarily provided are considered public domain and are **not covered/protected under this addendum**.

APPENDIX D

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

A description of the technical and organizational security measures implemented can be found under "HOW WE PROTECT COLLECTED PERSONAL INFORMATION" in the MasterMind Privacy Statement.