

EXHIBIT A
DATA PROCESSING AGREEMENT
(For Customers Subject to GDPR)

THIS AGREEMENT ("DPA") is entered into as of May 25, 2018, 2018 ("Effective Date"), by and between Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM is a Arizona Corporation located at 18019 W Marshall Court, Litchfield Park, Arizona 85340 and _____, a _____ located at _____ ("Customer"). Customer is entering into this Agreement on behalf of itself and its Authorized Affiliates. All references herein to Customer also apply to Customer's Authorized Affiliates.

WHEREAS, Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM and Customer have entered into, and may in the future enter into, one or more agreements, that require Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM to provide certain Services to Customer (the "Underlying Agreement(s)"); and

WHEREAS, in providing the Services to Customer pursuant to the Underlying Agreement(s), Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM may Process Personal Data on behalf of Customer; and

WHEREAS, if and to the extent Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM Processes Personal Data on behalf of Customer, the parties will be subject to the GDPR and applicable "Data Protection Laws and Regulations"; and

WHEREAS, if and to the extent Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. processes Personal Data on behalf of Customer, Customer will be acting in the capacity of Controller (data exporter), and Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM will be acting in the capacity of Processor (data importer);

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions.

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer entity signing this DPA. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the DPA between Customer and Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM, but has not signed its own agreement or order form with Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM and is not a "Customer" as defined under this DPA.

1.3 "Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

1.4 "Customer Data" means all electronic data submitted by or on behalf of Customer, or an Authorized Affiliate, to Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM Services.

1.5 "DPA" means these terms and conditions including Attachment 1 to Exhibit A (Standard Contractual Clauses including related Appendices).

1.6 "Data Protection Laws and Regulations" means all applicable laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under this DPA, including without limitation the GDPR and laws implementing or supplementing the GDPR.

1.7 “Data Subject” means the identified or identifiable person to whom Personal Data relates.

1.8 “GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.9 “Personal Data” means any Customer Data relating to (i) an identified or identifiable natural person, and (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

1.10 “Processing” and “Process” mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.11 “Processor” means the entity which Processes Personal Data on behalf of the Controller.

1.12 “Trust & Compliance Documentation” means the documentation regarding privacy, data security, and Sub-processor information applicable to the specific Services purchased by Customer, as may be updated periodically, and accessible via Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM website at <http://www.stealthseminar.com/trustandcompliance>, or as otherwise made reasonably available by Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM

1.13 “Services” means the software-as-a-service (SaaS) provided by Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM for webinar services.

1.14 “Standard Contractual Clauses” means the agreement executed by and between Customer and Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM and attached as Attachment 1 to Exhibit A, pursuant to the European Commission’s decision (C(2010)593) 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 data protection.

1.15 “Sub-processor” means any Processor engaged by Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM

1.16 “Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. Services. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM provides the Services to Customer under the Underlying Agreement(s). In connection with the Services, the parties anticipate that Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM may Process Customer Data that contains Personal Data relating to Data Subjects.

3. Designation of Controller and Processor. The parties agree that with regard to the Processing of Personal Data, Customer is the Controller, Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM is the Processor, and that Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM will engage Sub-processors pursuant to the requirements of this DPA.

4. Responsibilities.

4.1 Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM will Process Personal Data in accordance with the Data Protection Laws and Regulations that are directly applicable to Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM provision of the Services.

4.2 Customer shall in its use of the Services, Process Personal Data in accordance with the Data Protection Laws and Regulations. Customer's instructions to Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM for the Processing of Personal Data shall comply with Data Protection Laws and Regulations; provided, however, that as of the Effective Date hereof, Customer's initial and complete instructions to Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM for the Processing of Personal Data are provided to Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM in the Underlying Agreement(s). Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

5. Processing Purposes; Confidentiality. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall keep Personal Data confidential in accordance with the Underlying Agreement(s) and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Underlying Agreement(s) and applicable order form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented, reasonable instructions provided by Customer (for example, via email) where such instructions are consistent with the terms of the Underlying Agreement. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall not be required to comply with or observe Customer's instructions if such instructions would violate the applicable Data Protection Laws and Regulations.

6. Scope of Processing. The subject-matter and scope of Processing of Personal Data by Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM is limited to the performance of the Services pursuant to the Underlying Agreement(s). The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Appendix 1 to Attachment 1 (Exhibit A) to this DPA.

7. Data Subject Requests. To the extent legally permitted, Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall promptly notify Customer if Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Factoring into account the nature of the Processing, Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall assist Customer by appropriate organizational and technical measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall, upon Customer's request, provide commercially-reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent that Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM is legally authorized to do so, and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM provision of such assistance.

8. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM Personnel. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training regarding their responsibilities, and have executed written confidentiality agreements. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall take commercially-reasonable steps to ensure the reliability of any Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM personnel engaged in the Processing of Personal Data. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall ensure that Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM access to Personal Data is limited to those personnel assisting in the provision of the Services in accordance with the Underlying Agreement(s).

9. Data Protection Officer. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall have appointed, or shall appoint, a data protection officer, provided that such appointment is required by Data Protection Laws and Regulations.

10. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM Sub-processors.

10.1 Customer acknowledges and agrees that Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM may engage third-party Sub-processors in connection with the provision of the Services. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM agrees to publish a current list of Sub-processors via Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM applicable Trust & Compliance Documentation. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM agrees to promptly notify Customer regarding Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM appointment of any new third-party Sub-processor.

10.2 In order to exercise its right to object to Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM use of a new Sub-processor, Customer shall notify Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM promptly in writing within ten (10) business days after receipt of Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM notice regarding the appointment of each third-party Sub-processor. In the event Customer objects to a new Sub-processor, and that objection is not unreasonable, Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially-reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM is unable to make available such change within a reasonable time period, which shall in no event exceed thirty (30) days, Customer may terminate the applicable order form(s) with respect only to those aspects of the Services which cannot be provided by Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM without the use of the objected-to new Sub-processor by providing written notice to Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM will refund Customer any prepaid fees covering the remainder of the term of such order form(s) following the effective date of termination with respect to such terminated Services. If termination of applicable order form(s) is not feasible, then Customer may terminate the Underlying Agreement(s) by thirty (30) days prior written notice to Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM.

10.3 Upon request, Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM will provide to Customer copies of Sub-processor agreements; provided, however, that to the extent that such Sub-processor agreements contain commercial information or provisions unrelated to information required by applicable Data Protection Laws and Regulations, such unrelated information may be removed by Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM in its discretion.

10.4 Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM will not transfer any Personal Data to a Sub-processor which does not provide an Adequacy Certification reasonably satisfactory to Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM in connection with such transfer. The term "Agency Certification" means a jurisdiction, data transmission mechanism (such as the Standard Contractual Clauses) or data protection certification (such as the EU-U.S. and Swiss-U.S. Privacy Shield) which is compliant with Data Protection Laws and Regulations for the onward transfer of Personal Data from the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom.

11. Flow Down Provisions for Sub-processor Agreements. Liability for Sub-processors.

11.1 Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM shall impose the same obligations of Geoffrey Ronning Group DBA of STEALTHSEMINAR.COM. DBA of STEALTHSEMINAR.COM regarding GDPR hereunder to its Sub-processors.

11.2 Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall be liable for the acts and omissions of its Sub-processors to the same extent Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Underlying Agreement(s).

12. Security Measures. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall maintain appropriate organizational and technical measures for protection of the security (including protection against unauthorized or unlawful Processing, and against unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to, Customer Data), confidentiality, and integrity of Customer Data, as set forth in Geoffrey Ronning Group Inc. applicable Trust & Compliance Documentation. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM regularly monitors compliance with these measures. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM will not materially decrease the overall security of the Services during Customer's and/or Customer's Authorized Affiliates' subscription term.

13. Third-Party Certifications and Audit Results. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM has attained the third-party certifications and audit results set forth in the Trust & Compliance Documentation. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Underlying Agreement(s), Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall make available to Customer a copy of Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM then most recent third-party certifications or audit results, as applicable.

14. Notifications Regarding Customer Data. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall (i) implement and maintain reasonable and appropriate data security and incident management policies and procedures, as specified in the Trust & Compliance Documentation, and (ii) notify Customer without undue delay after becoming aware of the unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to, Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM or its Sub-processors of which Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM becomes aware (hereinafter, a "Customer Data Incident"), as required to assist the Customer in ensuring compliance with its obligations to notify the Supervisory Authority in the event of Personal Data breach. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall make reasonable efforts to identify the cause of such Customer Data Incident, and take those steps as Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident, to the extent that the remediation is within Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM reasonable control. The obligations set forth herein shall not apply to incidents that are caused by either Customer or Customer's Users.

15. Return of Customer Data. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall return Customer Data to Customer, and to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and time periods specified in the Trust & Compliance Documentation, unless the retention of the data is requested from Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM according to mandatory statutory laws.

16. Authorized Affiliates. The parties agree that, by executing this DPA, the Customer enters into this DPA on behalf of itself, and as applicable, in the name and on behalf of its Authorized Affiliate(s), thereby establishing a separate DPA between Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM and each such Authorized Affiliate, subject to the provisions of the Underlying Agreement(s). Each Authorized Affiliate agrees to be bound by the obligations under this DPA, and to the extent applicable, the Underlying Agreement(s). An Authorized Affiliate is not and does not become a party to the Underlying Agreement(s), and is only a party to this DPA. All access to and use of the Services by Authorized Affiliate(s) must comply with the terms and conditions of the Underlying Agreement(s) and any violation thereof by an Authorized Affiliate shall be deemed a violation by Customer.

17. Communications. The Customer that is the contracting party to the Underlying Agreement(s) shall remain responsible for coordinating all communication with Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM

under this DPA, and shall be entitled to transmit and receive any communication in relation to this DPA on behalf of its Authorized Affiliate(s).

18. Exercise of Rights. Where an Authorized Affiliate becomes a party to the DPA, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Underlying Agreement(s) shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Underlying Agreement(s) shall exercise any such rights under this DPA in a combined manner for all of its Authorized Affiliates together, instead of doing so separately for each Authorized Affiliate.

19. Liability. Each party's liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs involving Customer's Authorized Affiliates, whether in contract, tort or under any other theory of liability, is subject to the limitation of liability, damage waiver, and liability cap provisions of the Underlying Agreement(s), and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Underlying Agreement(s) and all DPAs taken together. Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Underlying Agreement(s) and each DPA shall apply in the aggregate for all claims under both the Underlying Agreement(s) and all DPAs established under this Agreement, including by Customer and all of Customer's Authorized Affiliates, and shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA. Each reference to the DPA herein means this DPA including its Attachments and Appendices.

21. Data Protection Impact Assessment. Upon Customer's request, Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 21 of this DPA, to the extent required under the GDPR.

22. Standard Contractual Clauses.

22.1 The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Authorized Affiliates, and (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Services. For the purpose of the Standard Contractual Clauses the aforementioned entities shall be deemed "data exporters."

22.2 For the purposes of Clause 5 of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Underlying Agreement(s) and applicable order form(s); (b) Processing initiated by Users in their use of the Services and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Underlying Agreement(s).

22.3 The parties agree that the audits described in Clause 5 and Clause 12 of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: following Customer's written request, and subject to the confidentiality obligations set forth in the Underlying Agreement(s), Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall make available to Customer information regarding the Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM compliance with the obligations set forth in this DPA in the form of the third-

party certifications and audits set forth in the Trust & Compliance Documentation, to the extent that Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM makes them generally available to its customers.

22.4 The parties agree that the certification of deletion of Personal Data that is described in Clause 12 of the Standard Contractual Clauses shall be provided by Geoffrey Ronning Group Inc. to Customer only upon Customer's request.

23. Audits. Customer may contact Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM in accordance with the "Notices" Section of the Underlying Agreement(s) to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM for any time expended for any such on-site audit at the Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM. Customer shall promptly notify Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM and provide information about any actual or suspected non-compliance discovered during an audit. The provision in this section shall by no means derogate from or materially alter the provisions on audits as specified in the Standard Contractual Clauses.

24. Assignment. This DPA shall inure to the benefit of, and be binding upon, any successor to all or substantially all of the business and assets of either party, whether by merger, sale of assets, or other agreements or operation of law.

25. Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile transmission of any signature of a party shall be deemed an original and shall bind such party.

27. Order of Precedence.

27.1 With respect to the rights and obligation of the parties vis-à-vis each other, in the event of a conflict between the terms of the Underlying Agreement(s) and this DPA, the terms of this DPA will control.

27.2 In the event of a of a conflict between the terms of this DPA and the Standard Contractual Clauses, the terms of the Standard Contractual Clauses will control.

28. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other

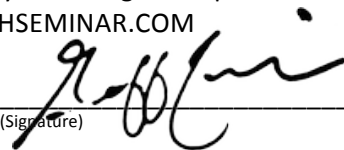
provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Customer: _____

Geoffrey Ronning Group Inc. DBA of
STEALTHSEMINAR.COM

By _____
(Signature)

By: 
(Signature)

Name _____

Name: Geoff Ronning

Title _____

Title: President

ATTACHMENT 1 TO EXHIBIT A
Standard Contractual Clauses
(processors)

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

Name of the data exporting organisation: the name and contact information given in connection with the Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM Agreement: _____, a _____ located at _____ ("Customer").

(the data **exporter**),

And

Name of the data importing organisation: Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM, a Corporation located at 18019 W Marshall CT Litchfield Park, AZ 85340.

(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 this Attachment 1.

Clause 1

Definitions

For the purposes of the Clauses:

'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;

'the data exporter' means the controller who transfers the personal data;

'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;

'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor 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;

'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;

'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

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.

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.

The data subject can enforce against the subprocessor 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 subprocessor shall be limited to its own processing operations under the Clauses.

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:

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;

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;

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

that it will ensure compliance with the security measures;

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;

to forward any notification received from the data importer or any subprocessor 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;

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 subprocessing 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;

that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor 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

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

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

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;

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;

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

that it will promptly notify the data exporter about:

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,

any accidental or unauthorised access, and

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

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;

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;

to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, 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;

that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

that the processing services by the subprocessor will be carried out in accordance with Clause 11;

to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

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 subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

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 subprocessor 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 or 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 subprocessor of its obligations in order to avoid its own liabilities.

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 subprocessor 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 subprocessor agrees that the data subject may issue a claim against the data subprocessor 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 subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

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:

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

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

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.

The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, 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.

The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, 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

Subprocessing

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 subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses¹. Where the subprocessor 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 subprocessor's obligations under such agreement.

The prior written contract between the data importer and the subprocessor 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 subprocessor shall be limited to its own processing operations under the Clauses.

The provisions relating to data protection aspects for subprocessing 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.

The data exporter shall keep a list of subprocessing 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.

Clause 12

Obligation after the termination of personal data processing services

The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor 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.

The data importer and the subprocessor 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.

On behalf of the data exporter: Customer

Name: (in full)

Position:

Address:


Authorised Signature.....

On behalf of the data importer: Geoffrey Ronning Group Inc. DBA of STEALTHSEMINAR.COM

Name: Geoff Ronning

Position: President

Address: 18019 W Marshall Ct Litchfield Park, AZ 85340

Authorised Signature.....


APPENDIX 1 TO ATTACHMENT 1 (EXHIBIT A)

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: (i) the legal entity that has executed the Standard Contractual Clauses as the Data Exporter, and (ii) all Affiliates (defined in this DPA) of the Customer that have purchased Services pursuant to the Underlying Agreement(s).

Data importer

The data importer is: Geoffrey Ronning Group Inc. DBA STEALTHSEMINAR.COM, provider of the Services to the data exporter and which processes Personal Data upon the instruction of the data exporter and in accordance with the Underlying Agreement(s) and this DPA.

Data subjects

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects: data exporter’s employees, agents, advisors, contractors, or any user or administrator authorized by the data exporter to use the Services (who are natural persons).

Categories of data

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name, email address
- Additional information specified by Data Exporter

Special categories of data (if appropriate)

The Personal Data transferred concern the following special categories of data: not applicable.

Processing operations

The Personal Data transferred will be subject to the following basic processing activities: the objective of Processing Personal Data by the data importer is the performance of the Services pursuant to the Underlying Agreements(s).

On behalf of the data exporter: _____

Name: (in full)

Position:

Address:

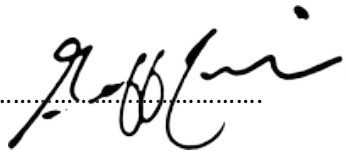
Authorised Signature.....

On behalf of the data importer: Geoffrey Ronning Group Inc. DBA STEALTHSEMINAR.COM

Name: Geoff Ronning

Position: President

Address: 18019 W Marshall Ct Litchfield Park, AZ 85340

Authorised Signature.....

APPENDIX 2 TO ATTACHMENT 1 (EXHIBIT A)

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

1. Technical and Organizational Security Measures

Geoffrey Ronning Group Inc. DBA STEALTHSEMINAR.COM shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data, as set forth in the Trust & Compliance Documentation. Geoffrey Ronning Group Inc. DBA STEALTHSEMINAR.COM regularly monitors compliance with these safeguards. Geoffrey Ronning Group Inc. DBA STEALTHSEMINAR.COM will not materially decrease the overall security of the Services during a subscription term.

On behalf of the data exporter: _____

Name: (in full)

Position:

Address:

Authorised Signature.....

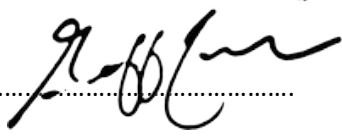
On behalf of the data importer: Geoffrey Ronning Group Inc. DBA STEALTHSEMINAR.COM

Name: Geoff Ronning

Position: President

Address: 18019 W Marshall Ct Litchfield Park, AZ 85340

Authorised Signature.....



**APPENDIX 3 TO ATTACHMENT 1 (EXHIBIT A)
THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties. The list of subprocessors approved by the data importer as of the effective date of the DPA is as set forth below:

Subprocessor	Description of Processing
Amazon Web Services, Inc.	Hosting
Liquid Web	Hosting
Mail Jet	Reminders (if applicable)
Twilio	Reminders (if applicable)

On behalf of the data exporter: _____

Name: (in full)

Position:

Address:

Authorised Signature.....

On behalf of the data importer: Geoffrey Ronning Group Inc. DBA STEALTHSEMINAR.COM

Name: Geoff Ronning

Position: President

Address: 18019 W Marshall Ct Litchfield Park, AZ 85340

Authorised Signature.....