



## **FRIENDSHIP FORCE INTERNATIONAL 2022 CLUB CHARTER**

*Language Revised April 1, 2019*

THIS CHARTER is entered into on 3/15/2022 by and between FRIENDSHIP FORCE INTERNATIONAL INC., a nonprofit corporation organized and existing under the laws of the State of Georgia in the United States of America (hereinafter called "FFI") and The Friendship Force of Western Michigan hereinafter called the "Club"). This charter is non-binding, but authorizes each "Club" to use the Friendship Force trademarks and services, in pursuit of our shared values and goals.

FFI is organized for the purpose of promoting friendship and understanding among people of different cultures of the world; to foster respect among all human beings on earth; embracing diversity of nations, lifestyles and thoughts. Commonalities and the sameness of all are valued in Friendship Force as we grow a global community of like minded-friendship seekers.

FFI is a nonprofit organization which is governed by a Board of Trustees elected in accordance with a charter granted by the State of Georgia, U.S.A. The Board of Trustees is the only governing body of FFI. There is no provision in the charter of FFI for election of members of the Board by any group other than the Board itself or for the governing of the organization by any group other than the Board.

As a part of its program, FFI charters groups called Friendship Force Clubs. These are groups of people in a particular community who subscribe to the ideals and purposes of FFI and who form a local nonprofit organization to carry out its purposes according to systems, methods, and procedures established by FFI.

One way that FFI fulfills its purposes is by organizing and conducting visits of persons between different communities. These visits are commonly called "Journeys." Journeys always involve participants sharing the homes and daily lives of people from and in other cultures.

FFI conducts Journeys in a variety of ways. Some Journeys are made up of people recruited by community leaders. Some Journeys are made up of people who have a common interest, such as a professional group. Some Journeys include special projects such as the construction of a school or the provision of medical services. Some Journeys are recruited from the membership of Friendship Force Clubs, and some Journeys are increasingly recruiting

ambassadors globally, by including them in the online FFI Journey catalog and through outside platforms.

FFI is also the owner of certain service marks and a trade name which it has spent considerable time, effort, and money developing, and which it allows Friendship Force Clubs to use according to the terms and conditions of this charter agreement.

The Club is a nonprofit organization, which has been formed specifically for the purpose of entering into this agreement and performing the obligations of the Club as stated below.

In consideration of the mutual covenants, which are stated below, FFI and the Club hereby agree as follows:

## **Section 1. Grant of Charter**

### 1. Grant of Charter

Subject to the terms and conditions of this agreement, FFI grants to the Club: 1) charter to be a Friendship Force Club which operates and exists according to the terms of this agreement, and 2) a license to use FFI's service marks and trade name as they may exist from time to time in connection with its activities. This agreement supersedes any previous license agreement between the Club and FFI.

### 2. Identification and Ownership of Service Marks and Trade Names

The service marks and trade name, which are being licensed, are identified in Exhibit A, which is attached and is incorporated by reference into this agreement. The service marks and trade name shall remain the exclusive property of FFI and may only be used by the Club in connection with the activities permitted by this agreement. The license granted by this agreement is non-exclusive and royalty-free. The license may be revoked as provided in this agreement.

## **Section 2. Friendship Force Club**

### 1. The Purposes of the Club are as follows:

- (a) To provide continuity of Friendship Force activities and volunteer involvement;
- (b) To provide for the dissemination of the information regarding Friendship Force activities to Club members and to interested persons in the Club's community;
- (c) To serve as a fundraising vehicle for Friendship Force activities;
- (d) To provide an informed committee to sponsor and support Friendship Force Journeys;
- (e) To promote Friendship Force Journeys within the Club's local community;
- (f) To recruit new members.

### 2. Structure

The Club shall adopt bylaws within three months after entering into this

agreement. The bylaws shall provide for democratic process for the election of Club leadership and the protection of FFI's service marks and trade names. In the case of a Club which existed under a previous license agreement from FFI and which has submitted its bylaws to FFI, the resubmission of bylaws shall be waived. However, the Club shall submit its formation documents and bylaws to FFI for approval upon request and shall submit any amendments to its bylaws and formation documents to FFI as soon as practical after any amendment is adopted.

### 3. Operation

The Club shall conduct all of its activities in accordance with the policies and guidelines furnished to it by FFI.

### 4. Financing of a Friendship Force Club

The Club shall be a nonprofit (or therefore similar based on country) organization and no part of the net earnings of the Club shall ever inure to the benefit of any private individual. The Club shall determine its own financial needs and its own methods for obtaining operating monies. Funds may be raised in any lawful manner, including, without limitation, membership dues, fundraising, and the like. However, funds raised in the name of FFI may be used only for purposes designated in policies and guidelines established by FFI from time to time. Under no circumstances shall FFI be responsible for any of the debts, liabilities, or obligations of the Club or of any of the Club's members or agents.

### 5. Meetings

The number of meetings and types of meetings of the Club shall be determined and established by the Club according to the needs of the Club's community and in order to fulfill the purposes of the Club.

### 6. Reports

The Club shall submit written reports of its activities to FFI within twenty (20) days following FFI's request.

## **Section 3. Assignments**

- 3.1 The Club acknowledges that this agreement is personal to the Club and that this agreement may neither be assigned nor sublicensed in whole or in part. Any attempted assignment of sublicense of this agreement without the prior written consent of FFI shall be void.

## **Section 4. Special Terms and Conditions Concerning FFI's Service Marks and Trade Name**

### 1. Goodwill and Ownership

The Club Recognizes and acknowledges the great value of FFI's title, service marks, and trade name and of the goodwill associated with them. The Club agrees

to protect and promote such title and goodwill. Furthermore, the Club agrees that it will not attack the title of FFI or any rights of FFI to FFI's service marks or trade name or the validity of this agreement during the term of this agreement, or thereafter.

2. Use of Service Marks and Trade Name

The Club shall comply with the instructions of FFI with respect to the manner in which FFI's service marks and trade name shall be used and shall also comply with all instructions of FFI as to form, style, and content of all stationery, advertisements and promotional, educational, or other material which is used by the Club and which bears FFI's service marks or trade name. The Club shall not at any time adopt or use any word or mark which is similar, or bears any resemblance to any of FFI's service marks or trade name without the express written permission of FFI.

3. No Warranty

FFI does not warrant that its service marks or trade name are valid or that any registration thereof will not be contested.

4. Defense of Service Marks and Trade Name

The Club shall promptly notify FFI of all claims by any other person relating to the use of trade name or service marks. FFI shall have the right, but not the obligation, to defend or otherwise dispose of any such claims, and the Club shall cooperate fully in such defense. The Club shall not be liable for the payment of any such claim or the payment of defense costs unless the claim arises from a use of the service marks or trade name by the Club in a manner not authorized by FFI.

5. Infringement of Service Marks or Trade Name

The Club shall notify FFI whenever the Club shall obtain information that any of FFI's service marks or trade name are being infringed or otherwise used unlawfully by any person in the Club's community. The Club shall provide FFI with such details of the infringement or other unlawful use as are available through diligent effort. In such event, FFI shall have the right, but not the obligation to enforce its rights and the Club's rights concerning the infringement. FFI shall have the right within three (3) months after notice by the Club of infringement to commence and maintain an action to enjoin such infringement or other unlawful use, but shall not be obligated to commence such an action. Such net monetary damages as may be recovered by FFI in any such action (after deduction of all costs and expenses of such litigation incurred by FFI) shall be apportioned equitably between FFI and the Club, in FFI's sole discretion. In the event FFI fails to bring any such action within three (3) months after notice of infringement, the Club may bring a suit in its own behalf and at its own expense upon giving FFI (30) days written notice of such intention. In the event any such action is brought by the Club, the Club shall be entitled to retain any monetary damages that may be awarded, but the Club shall not otherwise be entitled to any

right to FFI's service marks or trade name in excess of the rights granted by this agreement.

### **Section 5. Authority to Conduct a Journey**

5.1 The Club shall have no authority to conduct a Journey under FFI's service marks or trade name unless the Club has been granted permission by FFI to conduct the specific Journey, which Journey shall be conducted in compliance with FFI's most current policies. Failure to comply with this section can lead to FFI sanctions up to, and including, the revocation of a Club's charter.

### **Section 6. Miscellaneous**

#### 1. Term

This agreement shall be effective on the date first written above and shall continue for a period of one (1) year unless otherwise terminated as provided herein. This agreement shall be automatically renewed for successive terms of one (1) year each unless terminated by either party as provided below. Either party may terminate this agreement by giving to the other party written notice. The termination date shall be effective upon the date of sending notice unless a later date is so specified in the notice.

#### 2. Termination

Upon termination, all rights granted by FFI to the Club shall terminate immediately, and the Club shall promptly cease to use all papers, documents, or other materials bearing service marks or the trade name of FFI and shall cease to represent itself in any way as being a part of FFI.

In addition, in the event the Club is a corporation or other legal entity, upon termination of this agreement, the Club shall take immediate steps to dissolve itself under the provisions of applicable law. All assets of the Club shall be distributed to the Friendship Force International annual fund for use in continuing the mission of FFI, to a nonprofit organization or distributed according to applicable local law.

#### 3. Notices

All notices, consents, requests, instructions, and other communications required or authorized to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been given: (i) when delivered by hand, (ii) five (5) days after the date deposited in the official mail of the country where mailed, first class or airmail, postage prepaid, to the address shown below; or (iii) when transmitted by email to FFI Headquarters at [support@friendshipforce.org](mailto:support@friendshipforce.org).

If to FFI:  
Friendship Force International, Inc.  
Attn: Club Charters  
279 West Crogan Street

If to the Club:  
Email address of the Current Club President

Lawrenceville, GA 30046  
USA

Either party may hereafter specify from time to time by notice to the other party given in the manner provided in this paragraph, a different address, email address than shown above, which shall be substituted accordingly.

#### 4. Data Protection

The Club undertakes to process personal data in accordance with applicable data protection law. The Club shall ensure that personal data is processed only to the extent required to perform Friendship Force activities according to this charter. The Club shall not process personal data for any other purpose.

In this charter, personal data shall mean any information relating to an identified or identifiable natural person as defined by Article 4 no. 1 of the General Data Protection Regulation of the European Union (Regulation (EU) 2016/679) ("GDPR"). Processing shall have the meaning as defined in Article 4 no. 2 GDPR.

Where FFI processes personal data on its behalf that the Club has transmitted to FFI, FFI will inform the respective data subjects in accordance with Article 14 GDPR. Where FFI processes personal data on behalf of the Club, FFI and the Club will conclude a data processing agreement, using the model data processing agreement attached as Exhibit B. FFI will only process personal data on behalf of the Club according to the concluded data processing agreement.

Where the GDPR is applicable to the processing of personal data by the Club, the processing of personal data by the Club must comply with the GDPR. In particular, the Club must comply with the information obligations according to Articles 12 to 14 GDPR. Where the Club collects personal data from data subjects, the Club shall, at the time when personal data are obtained, inform the respective data subjects in accordance with Article 13 GDPR, using the model information sheet attached as Exhibit C.

#### 5. Governing Law

Regardless of the place or nation of contracting, place of performance, or otherwise, this agreement and all amendments, modifications, or supplements hereto and the rights of the parties hereunder, shall be construed and governed by the laws of the State of Georgia, United States of America.

#### 6. Applicable Court and Service of Process

Both parties agree that, in the event that any controversy or claim between the parties arising out of, or related to, this agreement, or its breach hereof, shall result in litigation, only the appropriate federal or state court in Atlanta, Georgia, U.S.A. shall have jurisdiction to hear and decide the dispute. The Club hereby waives personal service of process upon it and hereby consents that service may be made upon it by

any of the methods provided in Paragraph 7.3 of this agreement.

#### 7. Non-waiver of Default

Any failure by either party, at any time, or from time to time, to enforce and require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of either party at any time to avail itself of such remedies as it has for any breaches of such terms and conditions.

#### 8. Official Language

In the event a copy of this agreement is translated into another language, the official version of this agreement shall be the English language version, which shall prevail in all instances.

#### 9. Indemnity

The Club agrees to indemnify and hold harmless FFI, its directors and employees, of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, and costs (including attorneys' fees) arising from or related to the Club's breach of this Charter.

#### 10. Amendments

This agreement shall not be modified or amended in any manner except by a written instrument signed by an authorized representative of each party hereto.

#### 11. Non-agency Relationship

This agreement shall not be interpreted to make the Club, its directors, officers, or members an agent of FFI for any purpose. All persons used by the Club in connection with the performance of its activities shall be deemed to be the Club's employees, agents, or representatives, and none of them shall in any sense be considered to be employees, agents, or representatives of FFI.

#### 12. Severability

Each and every provision of this agreement is severable, and the invalidity of one or more provisions shall not in any way affect the validity of this agreement or any other provision hereof.

#### 13. Entirety of Agreement

This agreement shall constitute the entire agreement between the parties with respect to the subject matter addressed, and there are no agreements, understandings, covenants, conditions, or undertakings, oral or written, expressed or implied concerning such subject matter that are not merged or superseded by this agreement.

14. Captions

The captions or headings of the sections or other subdivisions hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions of this agreement.

15. Injunctive Relief

The Club recognizes that failure to abide by the terms of this agreement may cause FFI damage for which monetary damages alone would be inadequate compensation. The Club therefore agrees that FFI shall have the right, in addition to other legal or equitable remedies, to obtain an injunction against the Club to prohibit or restrain any breach of this agreement by the Club, and to obtain specific performance of the Club's covenants and undertakings under this agreement.

This agreement is signed as of the date shown on the first page of this agreement by the respective duly authorized representatives of the parties.

FRIENDSHIP FORCE INTERNATIONAL, INC.



BY:

Jeremi Snook, CEO and President

Title: Club Charters

THE FRIENDSHIP FORCE OF Western Michigan

BY: Jerry Potratz

Title: President

**EXHIBIT A**

1. Trade Name - Friendship Force International
1. Service Mark (United States Patent and Trademark Office Registration No. #5389761). Information for how to use this Trademarked Logo may be found on the FFI website.



## EXHIBIT B

### **Data Processing Agreement**

between:

(1) The Friendship Force of Western Michigan  
jerrypotratz@hotmail.com

– hereinafter referred to as "**Controller**" –

(1) Friendship Force International Inc., 279 West Crogan Street, Lawrenceville, GA 30046

– hereinafter referred to as "**Processor**" –

The parties listed in no. (1) and (2) above are also referred to collectively as the "**Parties**" and each as a "**Party**".

#### **Preamble:**

Processor Processes Personal Data on behalf of Controller in the context of the performance of the charter entered into by the Parties on [date]. The obligations of the Parties in relation to Processor's Processing of Personal Data on behalf of Controller are specified in this Data Processing Agreement.

The duration and the purpose of Processing, the type of Personal Data and the categories of Data Subjects concerned are listed in Appendix 1 to this Data Processing Agreement.

#### **1. Definitions**

In this Data Processing Agreement, the following terms shall have the following meanings:

**"Controller"**, **"Data Subject"**, **"Personal Data Breach"**, **"Processor"** and **"Processing"** shall have the meaning as defined in the GDPR.

**"Data Protection Laws"** shall mean the data protection laws of the country in which Controller is established, including, where applicable, the GDPR.

**"DP Losses"** means all liabilities, including:

- a) costs (including legal costs);
- a) claims, demands, actions, settlements, charges, procedures, expenses, losses and damages (whether material or non-material, and including for emotional distress);
- b) to the extent permitted by applicable law:

- i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a data protection authority or any other relevant regulatory authority;
- ii) compensation to a Data Subject ordered by a data protection authority to be paid by Processor;
- iii) the costs of compliance with investigations by a data protection authority or any other relevant regulatory authority.

**"GDPR"** shall mean 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).

**"Personal Data"** shall mean any information relating to an identified or identifiable natural person as defined by the GDPR.

**"Privacy Shield"** shall mean the EU-US Privacy Shield framework for transatlantic exchanges of personal data for commercial purposes between the European Union and the United States, which was adopted by the European Commission on 12 July 2016 (Decision 2016/1250/EU) and became operational on 1 August 2016.

**"Standard Contractual Clauses"** shall mean the standard contractual clauses for the transfer of personal data from a data controller in the European Economic Area to processors established in third countries in the form set out in the Annex of the European Commission Decision 2010/87/EU.

### **Scope of Contract and Distribution of Responsibilities**

The Parties agree that, for Processing Personal Data by the Processor on behalf of the Controller, the Parties shall be Controller and Processor.

Processor shall Process Personal Data only on behalf of Controller and at all times only in accordance with this Data Processing Agreement, especially Appendix 1.

Each Party shall be responsible for complying with its respective obligations as Controller and Processor under Data Protection Laws.

## **2. Processing Instructions**

Processor will Process Personal Data in accordance with Controller's instructions. This Data Processing Agreement contains Controller's initial instructions to Processor. The Parties agree that Controller may communicate any change in its initial instructions to the Processor by way of written notification to the Processor and that Processor shall abide by such instructions. The Processor shall maintain an accurate record of all such individual instructions.

For the avoidance of doubt, any instructions that would lead to Processing outside the scope of this Data Processing Agreement (e.g. because a new Processing purpose is introduced) will require a prior agreement between the Parties.

Where instructed by Controller, Processor shall correct, delete or block Personal Data.

Processor shall immediately inform the Controller in writing if, in Processor's opinion, an instruction infringes Data Protection Laws.

Processor shall not be liable for any DP Losses arising from or in connection with any failure of Processor to inform Controller or any Processing in accordance with Controller's instructions.

### **3. Processor Personnel**

Processor will restrict its personnel from Processing Personal Data without authorisation. Processor will impose appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

### **4. Disclosure to Third Parties; Data Subjects Rights**

Processor will not disclose Personal Data to any third party (including any government agency, court, or law enforcement) except with written consent from Controller or as necessary to comply with applicable mandatory laws. If Processor is obliged to disclose Personal Data to a law enforcement agency or third party, Processor agrees to give Controller reasonable notice of the access request prior to granting such access, to allow Controller to seek a protective order or other appropriate remedy to the extent such notice is legally admissible.

In case Controller receives any request or communication from Data Subjects which relates to the Processing of Personal Data ("**Request**"), Processor shall provide the Controller with cooperation, information and assistance ("**Assistance**") in relation to any such Request where instructed by Controller.

Where Processor receives a Request, Processor shall (i) not directly respond to such Request, (ii) notify Controller of such Request, and (iii) provide Assistance according to further instructions from Controller.

### **1. Technical and Organizational Measures**

Processor shall implement and maintain appropriate technical and organizational security measures to ensure that Personal Data is Processed according to this Data Processing Agreement, to provide Assistance and to protect Personal Data against a Personal Data Breach ("**TOMs**"). Such measures shall include the measures set out in Appendix 2.

Processor shall document the implemented TOMs and shall provide Controller with such documentation upon request including, where available, any certifications such as an ISO 27001 certification.

**6. Assistance with Data Protection Impact Assessment**

Where a Data Protection Impact Assessment ("PIA") is required under applicable Data Protection Laws for the Processing of Personal Data, Processor shall provide upon request to Controller any information and assistance reasonably required for the PIA and assistance for any communication with data protection authorities, where required, unless the requested information or assistance is not pertaining to Processor's obligations under this Data Processing Agreement.

**2. Information Rights and Audit**

Processor shall, in accordance with Data Protection Laws, make available to Controller on request in a timely manner such information as is reasonably required to demonstrate compliance by Processor with its obligations under Data Protection Laws.

Processor shall, upon reasonable notice, allow for and contribute to on-site inspections of the Processor's Processing of Personal Data, as well as the TOMs (including data Processing systems, policies, procedures and records), during regular business hours and with minimal interruption to Processor's business operations. Such on-site inspections are conducted by the Controller, its affiliates or an independent third party on Controller's behalf that is subject to reasonable confidentiality obligations.

Processor will immediately refer to Controller any requests received from national data protection authorities that relate to the Processor's Processing of Personal Data.

Processor undertakes to cooperate with Controller in its dealings with national data protection authorities and with any audit requests received from national data protection authorities. Controller shall be entitled to disclose this Data Processing Agreement or any other documents (including contracts with subcontractors) that relate to the performance of its obligations under this Data Processing Agreement (commercial information has to be removed).

**3. Personal Data Breach Notification**

In respect of any Personal Data Breach (actual or reasonably suspected), Processor shall:

Notify Controller of a Personal Data Breach involving Processor or a subcontractor without undue delay;

Provide reasonable information, cooperation and assistance to Controller in relation to any action to be taken in response to a Personal Data Breach under Data Protection Laws, including regarding any communication of the Personal Data Breach to Data Subjects and national data protection authorities.

## **9. Subcontracting**

Controller hereby declares its explicit prior approval of Processor's use of subcontractors as subprocessors (including, but not limited to, freelancers or other self-employed individuals). The subcontractors initially used by the Processor shall be indicated in Appendix 1 No. 6.

Where Processor subcontracts its obligations and rights under this Data Processing Agreement it shall do so only by way of a binding written contract with the subcontractor which imposes essentially the same obligations according to Art. 28 GDPR especially with regard to instructions and TOMs on the subcontractor as are imposed on Processor under this Data Processing Agreement.

Processor shall provide the name and address of the subcontractor. Processor must furthermore ensure that he has carefully selected the subcontractor with particular regard for the suitability of the subcontractor's TOMs. Controller must in particular have the right to perform inspections on site at the subcontractor's premises, or to have a third party perform them.

Where the subcontractor fails to fulfil its data protection obligations under the subcontracting agreement, Processor shall remain fully liable to Controller for the fulfilment of its obligations under this Data Processing Agreement and for the performance of the subcontractor's obligations.

## **1. International Data Transfers**

The Controller consents to the international transfer of Personal Data in Appendix 1 No. 5 to a country which is not an EU country or an international organization. For this, the following applies unless explicitly agreed otherwise by the Parties in an Appendix:

- a) The Standard Contractual Clauses will apply to Personal Data originating from Controller (who, for the purposes of the Standard Contractual Clauses shall be deemed the "Data Exporter") that is Processed by Processor (who, for the purposes of the Standard Contractual Clauses shall be deemed the "Data Importer") or by Processor's subcontractor outside of the EU. If there is any conflict between the Standard Contractual Clauses and this Data Processing Agreement, the Standard Contractual Clauses shall prevail.
- b) The Standard Contractual Clauses shall be replaced by new standard contractual clauses adopted pursuant to Art. 46 (2) c) or d) GDPR.
- c) If and as long as the country where Personal Data is transferred to is a country which is subject to an adequate decision according to Art. 25 (6) of Directive 95/46/EC or Article 45 (3) GDPR, no Standard Contractual Clauses are required. Once the adequate decision is repealed or suspended, a) and b) shall automatically apply. This section c) shall not apply to transfers of Personal Data to a recipient that is certified under the Privacy Shield.

**11. Term and Termination**

This Data Processing Agreement becomes effective upon signature. It shall continue to be in full force and effect as long as Processor Processes Personal Data on behalf of Controller.

Each Party may terminate this Data Processing Agreement for cause, at any time upon reasonable notice or without notice, as selected by the Party, if the other Party is in material breach of the terms of this Data Processing Agreement.

**2. Liability and Indemnity**

Controller shall indemnify and keep indemnified Processor in respect of all DP Losses suffered or incurred by, or awarded against or agreed to be paid by Processor, arising from or in connection with:

- a) any non-compliance by Controller with Data Protection Laws;
- a) any breach by Controller of its data protection obligations under this Data Processing Agreement; or
- b) any Processing carried out by Processor or a Sub-Processor pursuant to an instruction of Controller.

Processor shall be liable for DP Losses caused by Processing of Protected Data only to the extent directly resulting from Processor's failure to comply with its obligations as Data Processor under Data Protection Laws, or Processor acting outside or contrary to the Processing Instructions (subject to clause 3.5).

**3. Deletion or Return of Personal Data**

Processor shall without undue delay, at the written request of the Controller, securely delete or return all Personal Data to the Controller in hardcopy or electronic form after the end of the provision of the relevant services related to the Processing and securely delete existing copies (unless storage of any data is required by applicable law).

**4. Miscellaneous**

In case of any conflict, the provisions of this Data Processing Agreement shall take precedence over the provisions of any other agreement between the Parties.

Where this Data Processing Agreement requires a "written notice" such notice can also be communicated per email to the other Party.

Any supplementary agreements or amendments to this Data Processing Agreement must be made in writing and signed by both Parties.

Should one or more provisions of this Data Processing Agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Data Processing Agreement. The same shall apply if the

Data Processing Agreement does not contain an essential provision. In place of the invalid or unenforceable provision, or to fill a contractual lacuna, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention of the Parties as regards the invalid, unenforceable or missing provision. This Data Processing Agreement shall be governed by United States law. The sole place of jurisdiction shall be **Atlanta, Georgia, United States.**

**SIGNATURES**

Date: 3/15/2022

Date: 3/15/2022

Jerry Potratz



\_\_\_\_\_  
(Name of Controller)

\_\_\_\_\_  
(FFI / Processor)

The Friendship Force of Western Michigan

(Club Name)

**APPENDIX 1**  
**Description of Processing**

**15. Processing Operations**

The Personal Data transferred will be subject to the following Processing activities:

We use information to provide, analyze, administer, enhance and personalize our services and marketing efforts, to process your registration, your orders and your payments, and to communicate with you on these and other topics. For example:

We may send you email communications and other information that may be of interest to you from FFI. Our current email communications include a quarterly company newsletter, monthly catalog updates, periodic eFlyers and Journey Coordinator Invitations.

If you are a member of a specific Club, we may communicate membership information to leadership from noted Club.

**16. Data Subjects**

The Personal Data transferred concern the following categories of Data Subjects:

Current members, prior/lapsed members, prospects who have expressed interest in communications via website or other lead source

**17. Categories of Data**

The Personal Data transferred concern the following categories of data:

Name, address, email address, telephone number, credit card information, membership-specific information, reporting data related to interaction with email communications and implicit/explicit communication preferences, website engagement metrics

**1. Special Categories of Data such as Health Data (if applicable)<sup>1</sup>**

The Personal Data transferred concern the following Special Categories of Data:

Data is categorized into audiences for specific communications/uses based upon membership status (current member, former member, lapsed member, prospect)

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<sup>1</sup> Cf. Article 9 GDPR for definition of Special Categories of Personal Data: Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation



**19. International Transfer**

According to No. 11 of the Data Processing Agreement, the Controller consents to the transfer of Personal Data to recipients in all countries where FFI clubs exists and Journeys take place outside the EU/EEA/Switzerland.

**5. Subcontracting**

A list of subcontractors can be made available by request by emailing [support@friendshipforce.org](mailto:support@friendshipforce.org)

**6. Contact Persons**

Questions and notices of Processor under Data Processing Agreement shall be addressed to:

**Club Name** \_\_\_\_\_/

**Controller Address** \_\_\_\_\_

**Email** \_\_\_\_\_

Questions and notices of Controller under Data Processing Agreement shall be addressed to:

Friendship Force International / Processor

400 West Peachtree St. NW, Suite #4-980, Atlanta, GA, USA 30308

[support@friendshipforce.org](mailto:support@friendshipforce.org)

**1. Technical and Organizational Security Measures**

The technical and organizational security measures are set out in Appendix 2 to the Data Processing Agreement.

**1. If the EU Standard Contractual Clauses**

**apply: Data Exporter**

The Data Exporter is the entity identified as “Controller” in the Data Processing Agreement.

**Data Importer**

The Data Importer is the entity identified as "Processor" in the Data Processing Agreement.

## APPENDIX 2

### Description of the Technical and Organisational Security Measures according to No. 6.1 of the Data Processing Agreement and according to Appendix 2 of the EU Standard Contractual Clauses (if applicable)

#### Information Security Program

*The Processor has to maintain an information security program governing people, process, and technology used for the handling of personal data. This must especially include:*

	Information Security Program	Implemented
1.	The Processor appoints one or more security officers responsible for coordinating and monitoring security policies and procedures.	Yes
2.	Processor personnel with access to personal data are subject to confidentiality obligations.	Yes
3.	The Processor performs a risk assessment before processing personal data.	Yes
4.	The Processor provides security training ensuring his personnel are informed of security policies, procedures, and their respective roles.	Yes
5.	The Processor informs personnel of the possible consequences resulting from not following security policies and procedures.	Yes

### Physical Access Control

*The Processor ensures with proper measures that unauthorized persons do not get access to data processing facilities (in particular phone systems, databases, application servers and connected hardware) that are utilized for the processing of personal data. This must especially be ensured by:*

	Access Control	Implemented
1.	The Processor limits access to facilities where information systems that process personal data are located with badge-controlled access for authorized personnel.	N/A
2.	Processor premises are monitored 24x7 by a security force utilizing CCTV or similar methods at all entry points.	N/A
3.	Visitors to Processors' premises must be accompanied by authorized personnel at all times and visits are logged in a visitor register.	N/A
4.	Processor uses industry best practice security measures to protect against loss of data due to environmental disruptions such as loss of power or other interferences.	N/A
5.	Processor maintains records of incoming and outgoing media that contain personal data.	N/A

### System Access Control

*The Processor prevents with appropriate measures that the data processing systems cannot be used by unauthorized persons. This must especially be ensured by:*

	System Access Control	Implemented? (Yes / No)
1.	Processor maintains and updates a list of all authorized users that have access to personal data.	Yes
2.	Processor has implemented measures to prevent unauthorized personnel from accessing data processing systems.	

3.	Processor may only grant access to personal data to any third party (except personnel and approved sub-contractors) with prior approval from Controller.	Y e s
4.	If Processor personnel has access to Controller systems, the Processor must inform Controller immediately about the termination of contract with such	Y e s

	personnel that have access to Controller systems to enable Controller to initiate the account revocation process.	
	The Processor ensures that access control is supported by an authentication system.	Yes

### Data Access Control

*The Processor ensures that the IT systems utilized for the data processing allows authorized users only limited access, specified by their individual authorization rights. The Processor must take adequate measures to ensure that personal data cannot be read, copied, modified or deleted in an unauthorized manner. This must especially be ensured by:*

	Data Access Control	Implemented ? (Yes / No)
1.	Personal data may only be printed in physically secure areas controlled by the Processor and only shared with personnel on a need to know basis.	N/A
2.	The access rights of personnel to personal data is restricted to the necessary minimum required for their job functions.	Yes
3.	The Processor has measures in place to prevent use/installation of unauthorized hardware and/or software.	N/A
4.	The Processor has established rules for the safe and permanent destruction of data that are no longer required.	Yes

### Transmission Control

*The Processor ensures with applicable measures that during data transfer personal data cannot be unauthorized read, copied, modified or deleted. This must especially be ensured by:*

	Data Transmission Control	Implemented ? (Yes / No)
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1.	Any personal data stored in media that is leaving Processor's facilities is encrypted.	Yes
2.	Personal data is encrypted when transmitted over Processor's internal network.	N/A

	Personal data is encrypted when transmitted over public networks.	Yes
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**Input Control**

*The Processor ensures with applicable measures, that it can reproduce who entered personal in data processing systems or by whom personal data was deleted from data processing systems.*

*The Processor is also only allowed to process personal data subject to the contract on behalf of Controller and according to contract with and/or further the instructions of Controller.*

*This must especially be ensured by:*

	Data Input and Job/Order Control	Implemented ? (Yes / No)
1.	Processor has established logging mechanisms that record data entry and deletion.	Yes
2.	Processor is logging all activities in the area of data input as for example: <ul style="list-style-type: none"> <li>• Unsuccessful access attempts;</li> <li>• Authority exceptions;</li> <li>• Privilege changes;</li> <li>• Data object owner changes;</li> <li>• Out of working hours access.</li> </ul>	Yes
3.	Processor is ensuring that logs are regularly inspected for security incidents.	Yes

**Availability Control**

*The Processor ensures with applicable measures that personal data cannot be unintentionally lost or destroyed. This must be ensured by:*

	Availability Control	Implemented ? (Yes / No)
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	Processor has business continuity plans and is regularly testing the business continuity concepts.	N/A
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2.	Processor implements backup processes and other measures are that ensure rapid restoration of business critical systems as and when necessary.	
3.	Processor is using uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to ensure power availability to the data centers.	N/A
4.	Processor has sufficient capacity for data storage.	Yes
5.	Processor has a disaster recovery plan in place and is regularly testing it.	N/A

### Data Separation Control

*The Processor ensures with applicable measures that data that was collected for different purposes will be processed separately. This must be ensured by:*

	Data Separation Control	Implemented ? (Yes / No)
1.	Using technical capabilities (for example: multi-tenancy or separate system landscapes) to achieve data separation between Personal Data from one and any other customer.	N/A
2.	Maintaining dedicated instances for each Customer.	N/A
3.	Processor's customers (including their Affiliates) have access only to their own customer instance(s).	N/A

### Workstation Security

*The Processor ensures security of any workstation used to access Controller systems that process personal data. This must be ensured by:*

	Workstation Security	Implement
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		e n t e d ? ( Y e s / N o)
	Hard disk password for each drive in the device's BIOS/UEFI settings is activated.	N / A

2.	A password protected keyboard/screen lock that is automatically activated by a period of Inactivity is set. The inactivity time interval should be no more than 30 minutes.	Y e s
3.	Monitoring of equipment movement to and from the premises by security personnel and logging of the entries in a software system.	Y e s
4.	Antivirus program is installed and running on the workstation.	Y e s
5.	Desktop firewall program is installed and running on the workstation.	Y e s
6.	Personnel with workstations using Microsoft Windows operating systems will install security patches for their respective version (but only the patches approved by the Processor's internal infrastructure team).	N / A
7.	The password associated with a computer access user ID is the primary means of verifying Identity and subsequently allowing access to the computer and to the information. Identity verification password is kept secret and not shared with anyone else.	N / A
8.	Identity verification passwords must not be trivial or predictable and must: <ul style="list-style-type: none"> <li>● Be at least 8 positions in length</li> <li>● Contain a mix of alphabetic and non-alphabetic characters (numbers, punctuation or special characters) or a mix of at least two types of non-alphabetic characters.</li> <li>● Not contain the user ID as part of the password</li> </ul>	N / A
9.	The password must be changed at least once every three months (90 days).	N / A

### Information Security Incident Management

*The Processor ensures with applicable measures that security incidents involving personal data are managed following industry best practices. This must especially be ensured by:*

Information Security Incident Management	Imple mente
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		d? (Yes / No)
	The Processor maintains a record of security incidents with a description of the incident, the time period, the consequences, the name of the reporter or service, to whom the incident was reported, and the remediation.	N / A

## Evaluation and certifications

### *Certifications and evaluation of data security by Processor*

	Evaluation and certifications	Im p l e m e n t e d ? ( Y e s / N o)
1.	Does the Processor regularly test and evaluate the effectiveness of his data security measures? Please provide reports of such tests.	N/ A
2.	Did Processor obtain any certification regarding its data security and/or data protection systems and organization such as an ISO 27001 certification? If yes, which certifications?	N o

## EXHIBIT C

### Information on the processing of your personal data

#### 1. Name and contact details of the controller:

Name of the Club \_\_\_\_\_

Address \_\_\_\_\_

Email address: \_\_\_\_\_

#### 2. Contact details of the data protection officer

Club leadership function as the appointed data protection officers for their clubs. You can reach the data protection officer at the address above and by emailing the club.

#### 3. Purposes and legal basis for data processing

Registration of Club members, contacting Club members, legitimate interest of membership in organization

#### 4. Duration of storage

[View FFI's Privacy Policy.](#)

**5. Disclosure of personal data**

Your personal data will be disclosed to the following recipients or categories of recipients:

Friendship Force International Inc., Salesforce and Google

## **6. Transfer of image and sound data to third countries**

Your personal data will be transferred to recipients with a registered office outside the European Union or European Economic Area. Before transferring data to recipients in such third countries, [Club] ensures that the required level of data protection is ensured in the third country concerned or at the recipient in the third country. This may take the form of an "adequacy decision" by the European Commission which ensures that an adequate level of data protection has been ascertained overall for a certain third country. If there is no adequacy decision by the European Commission, [Club] will agree with the respective recipient on EU standard contractual clauses. For recipients in the USA the EU-US privacy shield might be applicable.

[club] is pleased to provide further information on the suitable and appropriate safeguards for compliance with an adequate level of data protection on request. Contact details can be found in no. 1 of this information sheet. Information on the participants of the EU-US Privacy Shield can be found under [www.privacyshield.gov/list](http://www.privacyshield.gov/list).

## **7. Your rights when your personal data is processed**

You have certain rights in accordance with applicable data protection provisions – in particular the GDPR and the relevant provisions in the applicable law of a Member State of the European Union:

- You have the right of access to your personal data.
- You have the right to demand rectification of any inaccurate personal data.
- You have the right to demand erasure or to restrict the processing of your personal data.
- You have the right to receive the personal data you have provided in a structured, commonly-used and machine-readable format.

If you have given us your consent, you also have the right to revoke your consent at any time with effect for the future.

You are entitled to assert the above-mentioned rights against us, e.g. by notifying us via one of the methods of contact listed at the end of this data protection statement.

You may also contact the competent authority if you have a complaint about how your personal data is handled.

## **8. Your right to object**

To the extent that your personal data is processed based on Art. 6 (1) e) or (1) f) GDPR, you have the right to object at any time to the processing of your personal data on grounds relating to your particular situation on the basis of Art. 6 (1) e) or (1) f) GDPR, including profiling based on those provisions.

In such cases [Club] will no longer process your personal data unless it can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

If your personal data is processed for direct marketing purposes, you have the right to object at any time to the processing of your personal data for such marketing purposes, which includes profiling to the extent that it is related to such direct marketing.

If you object to processing for direct marketing purposes, your personal data will no longer be processed for such purposes.