EXHIBIT A

UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION

)
In the Matter of)
)
EXPATEDGE, INC.)
a corporation.)
)

DECLARATION OF DAMON C. GREER

)

I, Damon C. Greer, based upon my personal knowledge concerning matters to which I am competent to testify, hereby declare as follows:

- 1. I am the Associate Director for Electronic Commerce in the Office of Technology and Electronic Commerce at the U.S. Department of Commerce ("Commerce"), and I am the lead administrator of the U.S.-E.U. Safe Harbor Framework.
- 2. Commerce is not a party to the captioned matter.
- 3. Commerce is responsible for developing and overseeing the U.S.-EU Safe Harbor Framework ("Safe Harbor"), a voluntary program that provides U.S. companies with a method for receiving personal data lawfully from the European Union. To join the Safe Harbor, a company must self-certify to Commerce that it complies with a set of principles that have been deemed to meet the EU's adequacy standard.
- 4. As Associate Director, I am responsible for maintaining an accurate list of those companies that self-certify to Commerce that they comply with the Safe Harbor principles. As part of my responsibilities, I oversee a public website, <u>www.export.gov/safcharbor</u>, where I post the names of companies that have self-certified. The listing of companies indicates, among other things, whether their self-certification is "current" or "not current." Companies are required to re-certify every year on the anniversary of the date they first self-certified in order to retain their status as "current" members of the Safe Harbor framework.
- 5. In November 2002, ExpatEdge, Inc. ("ExpatEdge") submitted a self-certification to Commerce, which it renewed in November 2003, November 2004, and November 2005. ExpatEdge's next self-certification was due in November 2006.
- 6. ExpatEdge did not submit a self-certification by the November 2006 deadline, and as a

result I updated ExpatEdge's status to "not current" on Commerce's public website. To date, I have not received any documents or information from ExpatEdge to renew its self-certification. ExpatEdge is still in "not current" status on the Commerce website.

I declare under penalty of perjury under the Laws of the United States of America that the foregoing is true and correct, Executed this \mathcal{I} day of June, 2009, in Washington, D.C.

Damon C. Greer Associate Director for Electronic Commerce Office of Technology and Electronic Commerce U.S. Department of Commerce

EXHIBIT B

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EXHIBIT E



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