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, www.export.gov/safcharbor, 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.


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 30th 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
ExpatEdge® Privacy Policy

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C. Cookie Information. ExpatEdge uses and discloses Cookie Information to improve our Site and better serve you and our other customers, and may do so without notice to, or permission from, you or any third party.

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royalty-free, irrevocable, perpetual, non-exclusive, transferable license (with a right to grant sublicenses through multiple tiers of sublicensees) to use, execute, display, copy, perform and modify such information as ExpatEdge sees fit for internal business purposes.

8. General. This Policy constitutes the entire and only agreement between ExpatEdge and you regarding this subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect thereto. You agree to review this Policy prior to reviewing any information or obtaining any documents from the Site. Any action related to this Policy shall be governed by the substantive laws of the State of California, without regard to conflicts of law principles. The State and Federal courts located in Santa Clara County, California, shall have sole jurisdiction over any dispute arising hereunder, and the parties hereby consent to the personal jurisdiction of such courts and to extra-territorial service of process. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Policy. Neither this Policy, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole in part, by you without the prior, written consent of ExpatEdge. Any purported assignment without such permission shall be void. ExpatEdge may assign this Policy, in whole or in part, without notice to you. Any waiver of any rights of either party must be in writing, signed by the waiving party, and any such waiver shall not operate as a waiver of any future breach of this Policy. In the event any portion of this Policy is found to be illegal or unenforceable, such portion shall be severed, and the remaining terms shall be separately enforced. The language in this Policy shall be interpreted as to its fair meaning and not strictly for or against either party. This Policy may be modified or amended by you only in writing, signed by both parties. Any purported modification or amendment inconsistent with the foregoing shall be void.
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royalty-free, irrevocable, perpetual, non-exclusive, transferable license (with a right to grant sublicenses through multiple tiers of sublicensees) to use, execute, display, copy, perform and modify such information as ExpatEdge sees fit for internal business purposes.

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