



Data Protection Schedule

Version 1 - June 30th, 2022

1. For the purposes of this Schedule, the following terms shall have the following meanings:
 - a. **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the GDPR;
 - b. **Customer** means you, the purchaser of our service;
 - c. **Customer Personal Data** means any personal data of individuals based in the UK or the EEA which FG Funnels™ processes in connection with this agreement, in the capacity of a processor on behalf of the Customer, including all data collected, stored, processed, contacted and otherwise used by you using our service or platform;
 - d. **GDPR** means the General Data Protection Regulation ((EU) 2016/679), and the retained UK version of the same; and
 - e. **Standard Contractual Clauses** means the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU, a completed copy of which is attached at Annex B.
2. Both parties will comply with all applicable requirements of the GDPR. This schedule is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the GDPR.
3. The parties have determined that for the purposes of the GDPR FG Funnels™ shall process the Customer Personal Data as processor on behalf of the Customer.

4. Without prejudice to paragraph 2 above, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to FG Funnels™, and the lawful collection of the same by the Customer using the FG Funnels™ services or platform for the duration and purposes of this agreement, and shall indemnify FG Funnels™ against all loss and damage (including fines) arising from a failure to do so.
5. In relation to the Customer Personal Data, Annex A sets out the scope, nature and purpose of processing by FG Funnels™, the duration of the processing and the types of personal data and categories of data subject.
6. Without prejudice to paragraph 2 above, FG Funnels™ shall, in relation to Customer Personal Data:
 - a. process that Customer Personal Data only on the documented instructions of the Customer, unless FG Funnels™ is required by any applicable laws to otherwise process that Customer Personal Data **(Purpose)**. FG Funnels™ shall inform the Customer if, in the opinion of FG Funnels™, the instructions of the Customer breach the GDPR;
 - b. implement sufficient technical and organizational measures to protect against unauthorized or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - c. ensure that any personnel engaged and authorized by FG Funnels™ to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - d. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to FG Funnels™), and at the Customer's cost and written request, in responding to any

request from a data subject and in ensuring the Customer's compliance with its obligations under the GDPR with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- e. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- f. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless FG Funnels™ is required by any applicable law to continue to process that Customer Personal Data. For the purposes of this paragraph, Customer Personal Data shall be considered deleted where it is put beyond further use by FG Funnels™; and
- g. maintain records to demonstrate its compliance with this paragraph.

7. The Customer provides its prior, general authorisation for FG Funnels™ to:

- a. appoint processors to process the Customer Personal Data, provided that FG Funnels™:
 - i. shall ensure that the terms on which it appoints such processors comply with the GDPR, and are consistent with the obligations imposed on FG Funnels™ in this paragraph; and
 - ii. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of FG Funnels™.
- b. transfer Customer Personal Data outside of the UK and/or the EEA as required for the Purpose, provided that FG Funnels™ shall ensure that all such transfers are effected in accordance with the GDPR. For these purposes, the Customer shall promptly comply with any reasonable request of FG Funnels™, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time.

8. As FG Funnels™ is based outside the UK and the EEA, promptly after signature of this Agreement, the parties shall execute and be bound by the Standard Contractual Clauses in order to comply with the GDPR (where the Customer is the entity exporting Personal Data to FG Funnels™ outside the

UK and the EEA), the parties will complete all 3 relevant details in, and execute, the Standard Contractual Clauses, and take all other actions required to legitimize the transfer.

9. Either party may, at any time on not less than 30 days' notice, revise this schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

ANNEX A

Subject matter of processing: FG Funnels™ will provide the Services to the Agency, the Customer. The Agency will use the Services to collect and process personal data of their customers and potential customers for the purposes of managing and carrying out marketing activities which may be targeted to their customers and potential customers.

Duration of Processing: The duration of the period in which the Agency accesses and uses the FG Funnels™ platform.

Nature of Processing: Collecting, storing, recording, contacting and managing personal data, in particular for the purpose of running marketing campaigns, providing marketing services, and managing marketing generally.

Business Purposes: For the Agency to make use of FG Funnels™'s marketing services platform to carry out the steps set out above in the Nature of Processing section.

Personal Data Categories: The personal data inputted and collected as decided by the Customer, including name, age, date of birth, phone number, email address, social media profiles.

Data Subject Types: Customers and potential customers of clients of the Agency

ANNEX B

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

(the data exporter)

Name of the data exporting organization: Je valide ça, service-conseil

Address: 4-86 Rue du Menuisier, Lévis Quebec
G6V8B1

Tel: +14184406904

E-mail: francois@jevalide.ca

Location ID: WtLvH2esWDK00FOO4QaD

(the data importer)

Name of the data importing organization: FG Funnels™ by Funnel Gorgeous, LLC

Address: 4231 Balboa Ave. #1160
San Diego, California 92111, USA

E-mail: support@fgfunnels.com

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 ANNEX A.

1. Definitions

For the purposes of the Clauses:

- a. **personal data, special categories of data, process/processing, controller, processor, data subject** and **supervisory authority** shall have the same meaning as in Directive 95/46/EC of the European

Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);

- b. **the data exporter** means the controller who transfers the personal data;
- c. **the data importer** means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- d. **the sub-processor** means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;
- e. **the applicable data protection law** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- f. **technical and organizational security measures** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in ANNEX A which forms an integral part of the Clauses.

3. Third-party beneficiary clause

The data subject can enforce against the data exporter this clause 3, clause 4(b) to clause 4(i), clause 5(a) to clause 5(e) and clause 5(g) to clause 5(j), clause 6.1 and clause 6.2, clause 7, clause 8.2 and clause 9 to clause 12 as third-party beneficiary.

The data subject can enforce against the data importer this clause, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2 and clause 9 to clause 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 sub-processor this clause 3.1, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

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.

4. Obligations of the data exporter

The data exporter agrees and warrants:

- a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- b. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- c. that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in ANNEX B to this contract;
- d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- e. that it will ensure compliance with the security measures;
- f. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- g. to forward any notification received from the data importer or any 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;

- h. to make available to the data subjects upon request a copy of the Clauses, with the exception of ANNEX B and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- i. that, in the event of sub-processing, the processing activity is carried out in accordance with clause 11 by a sub-processor providing at least the same 8 level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- j. that it will ensure compliance with clause 4(a) to clause 4(i).

5. Obligations of the data importer

The data importer agrees and warrants:

- a. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- b. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- c. that it has implemented the technical and organizational security measures specified in ANNEX B before processing the personal data transferred;
- d. that it will promptly notify the data exporter about:
 - i. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as

a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

ii. any accidental or unauthorized access; and

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

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

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

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

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

i. that the processing services by the sub-processor will be carried out in accordance with clause 11; and

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

6. Liability

- 6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause 3 or in clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
- 6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause 3 or in clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract 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 sub-processor of its obligations in order to avoid its own liabilities.

- 6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

- 7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

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

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

8. Cooperation with supervisory authorities

- 8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
- 8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
- 8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in clause 5(b).

9. Governing Law

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

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 Clauses.

11. Sub-processing

- 11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes

the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

- 11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent¹¹ 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.
- 11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely
- 11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

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

data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):	François Pelletier
Position:	Consultant
Address:	4-86 Rue du Menuisier, Lévis
	Quebec G6V8B1
Signature	François Pelletier
IP Address:	
	2607:fa49:9241:3300:3dcf:ee13:c82e:2b41
Timestamp:	2026-07-05T16:52:52.081Z

(Stamp of organization)

On behalf of the data importer:

Name (written out in full):	Julie Christine Chenell
Position:	Co-Founder
Address:	4231 Balboa Ave. #1160
	San Diego, California 92111, USA
Signature	Julie Christine Chenell

ANNEX A to the Standard Contractual Clauses

This Annex 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 ANNEX A.

Data exporter	
The data exporter is (please specify briefly your activities relevant to the transfer):	A marketing agency and is contracting with the Data Importer for it to provide access to its marketing platform.
Data importer	
The data importer is (please specify briefly your activities relevant to the transfer):	A US company that provides an all-in-one marketing platform to its customers.
Data subjects	
The personal data transferred concern the following categories of data subjects (please specify)	Customers and potential customers of clients of the Agency.
Categories of data	
The personal data transferred concern the following categories of data (please specify)	The personal data inputted and collected as decided by the Agency, including name, age, date of birth, phone number, email address, social media profiles.
Special categories of data (if appropriate)	
The personal data transferred concern the following special categories of data (please specify)	N/A

Processing operations	
The personal data transferred will be subject to the following basic processing activities (please specify)	Collecting, storing, recording, contacting and managing personal data, in particular for the purpose of running marketing campaigns, providing marketing services, and managing marketing generally.
DATA EXPORTER	DATA IMPORTER
Name: François Pelletier Authorized signature: François Pelletier	Name: Julie Christine Chenell Authorized signature: Julie Christine Chenell

ANNEX B to the Standard Contractual Clauses

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

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

FG Funnels™ has strong data protection controls including encryption of data in transit and at rest, in order to safeguard Data Subject's data from unintended disclosure or misuse.

FG Funnels™ follows industry standard best information security practices and rigorously tests its products to proactively remedy bugs and vulnerabilities.

FG Funnels™ has procedures in place to ensure data recovery and data integrity, so that customer data is not lost or inadvertently corrupted.

FG Funnels™ provides assurances that the customer retains full control of their data.

FG Funnels™'s key data sub-processors, e.g. Google Cloud Services (GCP) and Amazon Web Services (AWS), all maintain rigorous security standards (SOC2 and/or ISO 27001 certifications, where possible), and undergo annual vendor reviews