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Charles Andrae • 3rd
 President Andrae & Associates
 Washington D.C. Metro Area

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-  Georgetown University
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Learn the skills Charles has


-  **Public Relations**
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Experience


 **President**
Andrae and Associates, Inc
Jan 1990 – Present • 28 yrs 5 mos

Also
Government Director
Tricurio, LLC
Oct. 27, 2013 - Present


 **Consultant**
Visa
2011 – 2013 • 2 yrs

 **President**
Bell Pottinger
Jan 2004 – Jan 2011 • 7 yrs 1 mo

 **Vice President**
RCF Group
1990 – 1992 • 2 yrs

 **Administrative Assistant**
Office of Senator Richard G. Lugar
1977 – 1990 • 13 yrs

Education

 **Georgetown University**
MA, National Security Studies
1980 – 1982

 **Denison University**
Bachelor of Arts (B.A.), Political Science and Government


 Write Settings

Skills & Endorsements

Media Relations 11

 Endorsed by David Sowell, who is highly skilled at this

Government 6

 Endorsed by Keith Luse, who is highly skilled at this

Public Policy 5

 Endorsed by Robert Henderson, who is highly skilled at this

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Interests



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577,148 followers



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Bell Pottinger
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Andreae Associates, Inc.

FACILITATING INTERNATIONAL BUSINESS

601 13TH ST NW
SUITE 290N
WASHINGTON DC 20005
MAIN PHONE: 202-628-8461
MAIN FAX: 202-628-8467

THE CROSSROADS OF BUSINESS AND POLITICS



Andreae & Associates provides tactical and strategic international business consulting services with specific focus on the political and commercial nexus to clients worldwide. We design our strategies to not only solve problems and minimize risk, but to take advantage of financial opportunities as well. Our team of associates combines decades of service across a broad spectrum of the highest levels of government and the private sector, giving us the insight and access our clients require. Whatever the region or industry, we can provide counsel that will add value to global operations, mitigate negative political exposure, build key relationships, and enhances the client's bottom line.



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SUITE 290N
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What We Do

Since 1992, Andrae & Associates has provided strategic relations consulting, high-end business intelligence and political risk management counsel. When supporting the commercial interests of an international entity across such a broad framework, it is important to create a seamless and coordinated approach that will both support and protect the ultimate goals of the client. Accordingly, we approach each client's needs in a holistic fashion, taking into account the full range of our clients' objectives, and tailoring our services to add value to the client's global operations.

- [Strategic Relationships](#)
- [High-end Business Intelligence](#)
- [Market Specific Due Diligence](#)
- [Political Risk Management](#)

Strategic Relationships

In an ideal world, our clients would seek to create a full-scale government affairs office. When this is not possible, Andrae & Associates functions for our clients as a "virtual" office to engage and educate business and government decision-makers in a proactive manner. International cities, such as London, Brussels, Doha and Washington DC – each with its high-profile markets – influence political and commercial decision-makers around the world, and the global citizen community at large. Andrae & Associates has the capability to integrate our clients' needs into this global network through strategic partnerships. Not only will we add value to the client's bottom line by organizing these relationships, but we also provide counsel to ensure that our clients maximize the relationships they currently employ.

- *Inventory current political and commercial resources and relationships*
- *Identify key decision makers and facilitate face-to-face meetings*
- *Build government and commercial alliances, ultimately identifying a public champion for the client*
- *Monitor relevant legislation*
- *Weekly press briefs that summarize recent press coverage of the client and/or subject matter*
- *Facilitate opportunities for opinion editorials in trade journals*
- *Engage with industry experts through interviews and press conferences*
- *Develop relationships with Washington DC think tanks*
- *Public outreach and brand creation*
- *Provide full use of our offices and conference facilities for client management*

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High-end Business Intelligence

Andrae & Associates has worked with clients across a broad range of sectors: Defense, Oil and Gas, Health Care, Education, Tourism, Telecommunications, Pharmaceuticals and Entertainment, just to name a few. We have learned that regardless of the industry or region, our clients benefit from sound commercial principles based on our knowledge of international trade flows and the global business cycle. We provide a wide range of Risk Advisory and Financial Advisory services, adaptable to any region of the world, that can help clients respond to immediate needs as well as put in place the strategies for the longer term.

- *In-bound and out-bound business consulting*
- *Financial consulting*
- *Business development and promotion*
- *Contract management and dispute resolution*
- *International sales representation*

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Market Specific Due Diligence

Gaining a sense of our clients' strengths and weaknesses is critical. But in a vacuum this understanding provides only a limited view. Andrae and Associates seeks to perform due diligence on competitors and partners as well, to determine how strong a position they hold and what likely leverage they might seek to exercise. This service is particularly valuable for our clients that seek to enter new global markets. And in the case of our United States Government contractor clients, we will provide expert council and support to navigate through the FARs process, not only to understand the law but also to appreciate the mindset of the contracting officer and any other interested parties.

- *Market entry strategies and services*



- *Feasibility studies and franchise development*
- *Business to business matchmaking services*
- *Provide strategic insights from within the government contracting paradigm*
- *Logistical contract compliance and contract/proposal drafting support*
- *Political and commercial due diligence on current and potential competitors and partners*

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Political Risk Management

Political fallout not only affects our clients' current business in the US and global markets, but often reaches into the future with dramatic impact on a firm's economic forecast. Andrae & Associates consults our clients on how to interpret and anticipate the effect that political activity will have on the bottom line.

- *Guide clients through review by the Council on Foreign Investment in the US (CFIUS) and engage corresponding decision-makers where necessary*
- *Detailed analysis of how elections and legislation will affect the client's bottom line*
- *Locate potential funding and corporate partners for the client to facilitate access to the target market*

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Who We Are

The global marketplace of today is increasingly complex, affected by such interlacing factors as new regulatory frameworks and tax policies, a rapidly evolving copyright environment, shifting relations between countries, environmental concerns, and the strong influence of domestic political pressures on governments' policies worldwide. Constant change in both policy and market forces is the medium in which international businesses must operate today, and our guidance helps the client understand and adjust to these changes. We provide assistance in the development of strategies not only to solve problems and avoid potential dangers, but to take advantage of opportunities as well.

President

Charles N. Andrae, III

Chip Andrae is the founder and President of Andrae & Associates, Inc., a Washington, DC-based consulting firm specializing since 1991 in risk management and government relations strategies for international firms operating in emerging markets and across the globe. He worked for thirteen years on Capitol Hill, including 4 years with the Senate Select Committee on Intelligence and five years as Chief of Staff for Senator Richard Lugar of Indiana. Working with the International Republican Institute and the National Democratic Institute, Mr. Andrae helped train newly created political parties for two years in Bulgaria, two years in Romania, and two years in South Africa. From 2004-2008, Mr. Andrae was CEO of Bell Pottinger, USA, where he led a multi-national effort to assist the Department of Defense in a classified program based out of the Middle East. Since 2005, Mr. Andrae has served as co-chairman of Partnership for a Secure America, a non-profit organization, which strives to promote responsible foreign policy through bipartisan action. In addition to his consulting practice, Mr. Andrae has served as a Visiting Lecturer at the Edmund A. Walsh School of Foreign Service at Georgetown University. Mr. Andrae holds an M.A. in Government from Georgetown University and a B.A. in Political Science and History from Denison University.

Vice Presidents

Bill Nixon

For more than two decades, Bill Nixon has served at the highest levels of the executive and legislative branches of the U.S. government, operating at the critical intersection between policy, communications, and campaign management. A former award-winning journalist, he was the youngest chief speechwriter in the administration of President Ronald Reagan, responsible for helping shape, articulate, and disseminate the president's social and healthcare agenda. As a senior staff member in the United States Senate, Bill was actively engaged in foreign and domestic policy initiatives, including over a decade of work on the Senate Finance, Government Affairs, and Banking Committees. His areas of focus included international relations, trade, health care, taxation, education, and government oversight, including involvement with the World Trade Organization (WTO) and restructuring of the North Atlantic Treaty Organization (NATO) following the end of the Cold War. Nixon was a staff member of the North Atlantic Assembly (NAA) and maintains key interaction with politicians, media, and opinion leaders throughout the world.

Browning Rockwell

Browning has over 25 years of marketing and business development experience in international business and global trade transactions. His particular expertise lies in identifying and assembling key experts in deal negotiations, contract developments and strategic alliances. He possesses an in-depth knowledge and understanding of international business climate and customs with extensive travel and work experience throughout Europe, Asia, South America, Africa, and the Middle East.

Bob Kelley

Bob has over 30 years experience in senior Counsel positions with the US Senate Intelligence Committee, the US House of Representatives National Security Committee, as Deputy US Senate Legal Counsel, and in senior positions in the US State and Defense Departments, including nearly two years in Iraq as Advisor to Ambassador Negroponte and the Coalition Authority on US Congressional Affairs. In the private sector, he represented and carried out strategic communications programs on behalf of foreign governments, including Mozambique, South Africa, the City of Frankfurt, Germany, and corporate clients, including Japan Airlines, the Japan Automobile Manufacturers Association and Motorola in Kuwait and Saudi Arabia.

Associates

Alex Braha

Alex joined Andreae & Associates after obtaining a master's degree in International Security from the Josef Korbel School of International Studies at the University of Denver. At Korbel, she focused on intelligence analysis and homeland security, with a regional focus on South Asia. She was part of a team that produced a white paper for the Governor of Colorado on the future of homeland security and emergency management as well as organized and executed a crisis engagement and negotiation simulation that centered on humanitarian disaster and transnational terrorism in Latin America. Her professional experience includes managing operations for a private equity firm focused on foreign investment in the US, director of development for a literacy nonprofit, and corporate trip coordinator for an outdoor guiding school. She has numerous professional experiences setting up and leading teams in innovative and unprecedented projects, including managing a team of sixty with three hundred clients working in a remote location with limited communications. Alex also holds a BA in Philosophy with an emphasis on public affairs from George Washington University.

Strategic Associates**Bill Marlow**

Bill is an internationally recognized authority on Information Security / Risk and Critical Infrastructure Protection. He spent 10 years as a Senior Vice President at Science Applications International Corporation where he was focused on Homeland Security, Critical Infrastructure Protection and specifically on International Security Cooperation. Bill is still an active participant in Critical Infrastructure Protection on a worldwide basis, working closely with Global Governments as well as Financial Institutions, Energy Corporations, Pharmaceutical Companies and Internet Service Providers on various National Plans and International Cooperation. He regularly advises members of the U.S. Congress, the European Union Parliament and several Asian Governments as well.

Thomas Medaglia

Tom Medaglia has spent nearly twenty years working on government relations issues in the private sector of the energy industry. He began with Amoco, covering state government relations, and then dealt with federal government relations for BP-Amoco. He was then President of RWE North America Corp, also working in federal government relations, and has recently started Thomas & Associates, a government relations consulting firm. Prior to working in energy Mr. Medaglia practiced law, specializing among other issues in corporate and real estate law. He holds a B.A. in Education from The Ohio State University, and a J.D. from the Thomas M. Cooley Law School in Michigan. He is licensed to practice law in Ohio and Michigan and is a member of the United States Supreme Court.

David Sowell

David Sowell is an expert in public affairs and international strategic communications. He has advised numerous governments, corporations and non-profits including HSBC on political and media engagement, Trafigura on grassroots and media relations, and the International Executive Service Corps on digital media and corporate relations. David has held a series of senior positions in public affairs agencies including Fleishman Hillard and the Bell Pottinger Group, where he was responsible for Bell Pottinger's international public affairs networks, working closely with offices in London, Washington DC, New York, Tampa, Brussels, Singapore, and the Middle East, as well as associates and alliances throughout the world. During his career at Bell Pottinger, David was head of Bell Pottinger USA, and before that head of Bell Pottinger Public Affairs, one of the most successful public affairs agencies in the EU, with a team of consultants in London and Brussels advising over 70 clients. Using his knowledge and experience of the political institutions of Westminster, Brussels and Washington DC, he brings a genuine international dimension to his clients.

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Andreae & Associates (<http://globalstrat.net/>)

Charles N. (Chip) Andreae, Director, Afghan Gateway Solutions, and President, Andreae & Associates

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Website:

www.globalstrat.net (<http://www.globalstrat.net>)

Contact Information:

Charles (Chip) Andreae
President

Tel: (703) 682-1708, ext. 702

Email: chip@globalstrat.net

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SUITE 290N
WASHINGTON DC 20005
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Why Work With Us

Andreae & Associates' approach to international business and government consulting centers on the idea that our clients can establish a firm presence in any market and use the ensuing relationships to enhance the commercial value of their transactions throughout the region and rest of the world. This philosophy has served our clients – both government and corporate – in numerous industries and across almost every continent. Our success throughout such a wide range of industries and countries is due primarily to our ability to adapt a market-driven model to our clients' political and commercial needs. This model is based on market and quantitative analysis to determine current and future industry trends, product strategy, product positioning, and program support. With the business model in place, we then counsel our clients in identifying and addressing key decision-makers within the market, with the goal of leveraging those relationships to ultimately strengthen the client's market position. Please click on a world region below to see examples of our engagements.

Client Engagements

- [Middle East](#)
- [Asia-Pacific](#)
- [South Asia](#)
- [Africa](#)
- [Eastern Europe](#)
- [Western Europe](#)
- [Latin America](#)
- [North America](#)

Middle East

- retained by a UAE-based port operator to facilitate the acquisition and sale of \$7 billion worth of US assets.
- managed the commercial/regulatory issues surrounding roll-out of a new global brand for a Dubai client, and supported commercial development to ensure that adequate resources would be available for product launch
- provided matchmaking services and other business development for multi-billion dollar Doha real estate investment fund
- consulted the Department of Defense on information operations throughout Iraq and the Middle East
- helped organize congressional delegation visits to the Persian Gulf region including Oman, UAE, Saudi Arabia, Jordan and Yemen
- leveraged US-Saudi relations to support a client's efforts to reclaim \$150 million in payment from the Saudi Government
- worked with post war reconstruction projects in Kuwait, Afghanistan and Iraq
- assisted UAE- based satellite services company with business expansion in North America
- provided market entry and sales assistance for alternative and renewable energy companies
- acted as development agent for food and beverage franchise entering the GCC market

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Asia-Pacific

- represented a major pharmaceutical company in China and Japan by working with USTR, Commerce Department and State Department to identify political leverage for brand protection against IPR challenges
 - ▶ developed an entry strategy for a multi-national corporation that sought to invest \$9 billion in the Chinese energy market
 - ▶ provided political counsel for the Government of the Republic of Korea as political leaders engaged US policy-makers in support of a presidential visit.
 - ▶ assisted US industry with product sourcing and manufacturing in the People's Republic of China, and Korea

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South Asia

- provided business development and government contracting strategies to a vehicle retro-fitter based in Thailand
- a small investment bank in NY retained Andreae & Associates to develop an investment strategy in support of commercial vehicle leasing initiative in Thailand
- working for an energy company, Andreae & Associates developed a political and commercial strategy surrounding plans to build a large gas processing

facility

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Africa

- prepared political parties in post-apartheid South Africa for the inaugural national elections
- represented a global energy company with significant investment in Nigeria in an effort to encourage US policy-makers to more fully address human rights issues
- helped a multi-national client to fully understand various political leadership opponents and role they played with energy to an effort to create a pipeline running from its home country Israel
- counseled a client with investment opportunities in Libya regarding the Iran Libya Sanctions Act (ILSA) and evaluated its effect both legally and commercially
- contracted by a foreign client to evaluate the ethical implications of its relationship with the Sudanese government in light of then-current events
- worked with the Office of Foreign Assets Control to remove a client – a Liberian national – from the Specially Designated Nationals list in order to protect the client's interest in the Liberian Logging and Forestry industry
- Worked with USAID, World Bank procurement and construction projects

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Eastern Europe

- trained political parties for USAID in support of initial elections in post-communist Russia
- represented an international pharmaceutical company in support of its strategy to secure its intellectual property rights in Russia by bolstering a high-level, departmental relationship between the US and Russia
- a major energy company contracted Andreae & Associates to provide support in protecting \$1.3 billion worth of assets from being fraudulently distributed out of bankruptcy
- counseled a client with \$4 billion in Siberian-based interests to create understanding of how the environmental sensitivities surrounding its investments would impact the company's global operations
- retained by a Eurasian Gas and Energy firm to provide US Government Affairs support in anticipation of its entrance into the US market
- worked in support of a Ukrainian energy project to increase transparency surrounding a major pipeline by creating leverage for Western and European actors

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Western Europe

- engaged the Turkish government surrounding a legal challenge to our client's intellectual property rights.
- counseled a British real estate developer on how to engage local and state government in Greece surrounding a \$500 million business deal on the island of Crete
- trained political parties for two years in Bulgaria and Romania on behalf of USAID Democracy and Governance section with the goal of supporting institution building of the basic political process at the federal level
- worked to ensure fair treatment and create on-going political capacity for a client who sought to participate in the privatization of a major state asset in Spain
- consulted a Helsinki-based telecoms group with the goal of opening trans-continental internet channels

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Latin America

- investigated a potential partner relationship in Mexico for a major commercial deal, ultimately advising the client to sever ties due to a pending US investigation
- supported the political and press activity surrounding a US client's new facility in Mexico with an effort to demonstrate economic commitment to the Mexican government
- retained by a US-based client to prepare a government affairs strategy for the introduction of a new product into Brazil
- analyzed the Brazilian political landscape and, within the context of international environmental concerns, associated with the development and operation of a new facility
- managed the public outreach for a major energy company in Venezuela using the local communities to carry the client's messages of corporate responsibility back to the larger world community
- represented an association comprised of US business in Colombia for three years, specifically focusing on "Plan Colombia" legislation in the US
- worked with US dairy industry to expand exports into Latin America

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North America

- dealt with a multi-country energy project with substantial local, federal and inter-country dynamics on an \$8 billion gas pipeline that ran from Alaska through Canada to the US

- extensive work with USAID, US Department of State, US Army Corps of Engineers and World Bank projects worldwide

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601 13TH ST NW
SUITE 290N
WASHINGTON DC 20005
MAIN PHONE: 202-628-8461
MAIN FAX: 202-628-8467

Resources

- ▶ [Andreae & Associates - CrossRoads Blog](#)
- ▶ [Partnership for a Secure America](#)
- ▶ [International Herald Tribune](#)
- ▶ [Oxford Analytica](#)
- ▶ [Market Access Map](#)
- ▶ [AME Info](#)
- ▶ [Business Intelligence Middle East](#)
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- ▶ [Thuraya Satellite Telecommunications Company](#)
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Case Studies

DP World is a state-owned port operator from Dubai. In March 2006 the firm attempted to enter the US market by finalizing purchase of management contracts for six major United States ports, along with over a dozen smaller port operations. The contracts were previously foreign-owned by Peninsular Oriental Steam Navigation Company, a British firm.

The Challenge: Though the sale to DPW was approved by CFIUS (the multi-agency federal panel that passes judgment on deals with foreign corporations that raise antitrust or national security questions), various United States political figures argued that the takeover would compromise U.S. port security. Subsequently, legislation was passed to stall the sale pending further review.

Andraea and Associates was tasked to minimize the negative press generated by DP World's acquisition, and re-portray the firm (and the UAE) to Washington DC as a safe investment partner for the US and part of a modern, Westernized society.

The Solution: a political outreach campaign directed at key policy makers throughout Capitol Hill and the White House, including Departments of State and Treasury, DHS, and several other House and Senate committees. The campaign included media monitoring and response, letters to the Hill, and personal meetings by DP World management.

The Result: Though DP World ultimately volunteered to sell its acquisitions, its government affairs efforts were successful in several regards. First, many policy-makers in Washington now view the firm as a potential partner in port security. To that effect, the Department of Homeland Security is well into its testing phase for a new freight scanning initiative for 100% of inbound cargo. Several of the foreign ports chosen for this activity are operated by DP World.

Second, in many ways the path has been prepared for DP World to re-enter the US market if it chooses to do so, and it will be met with much less opposition.

With the exception of a few very outspoken critics, many of the original opponents of the deal have subsequently indicated that the original roadblocks were an overreaction – a result of political pandering.

Third, it is important to note that DP World was not forced to exit the market quickly and sell at a loss. The sale price was never publicized, but DP World ultimately made a profit and was allowed sufficient time to manage its bidding process.

Forth and finally, Andraea and Associates' campaign paid off as DP World was finalizing its sale of the ports to a US entity. When local port authorities raised several barriers regarding tax and investment issues, many policy makers advocated on DP World's behalf, including Senator Schumer – previously DP World's biggest critic. The Port Authority was persuaded to back off and allow the transfer to occur.

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Contact Us

Andreae & Associates, Inc.
601 13th Street NW
Suite 290N
Washington DC, 20005
Tel: +1 202 628 8461 (Main)
Fax: +1 202 628 8467
Email: info@globalstrat.net

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Country:

* **Email:**

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How did you hear about us?:

Question:



Tricuro



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The World is Listening.

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The World is Listening.

In the fast-paced, always-on world of the 21st century digital age, healthy global reputations require more than influence; they need control.

We created Tricuro to help our clients — national governments, corporations, NGOs and HNWIs — to take control of their global image and reputation.

By combining strategic communications, public affairs, lobbying, public relations, social media and video in a fully-integrated approach, we deliver significant results for our international clients.

Our Services



Public Diplomacy

Helping Governments to communicate complex and diverse stories to global audiences, advance national interests, and overcome reputational challenges among the international community.



Public Affairs

Working with clients to influence government decision-makers and advisors — at the local, state, and federal level — in order to achieve clear public policy objectives.



Public Relations

Using a bespoke mix of media relations, government relations, video and events to help clients engage with target audiences and achieve their commercial objectives.



Social Media

Using search engine optimization, social media platforms, and digital content (text, video and images) to encourage positive conversations with target communities and customers.

Global Perspectives on Local, Regional and Global Challenges.

What others say about you in any one part of the world is heard and acted upon everywhere.

Based in Washington DC — and with associates in London, Brussels and New York — Tricuro provides a truly global perspective on reputational challenges. We specialize in helping our clients influence the Internet search space, but we recognize the importance of maintaining close personal relationships with the traditional international press and broadcasting media; with political decision-makers; and with so-called grassroots activists – wherever in the world they are located.

Tricuro's international team of strategic communications advisors – drawn from the worlds of business, technology, politics, the military and the media – has experience of working in a wide range of nations, cultures, languages and internal political situations that makes us uniquely suited to any reputational challenge.

More than influence. Control.



Digital Control.

Tricuro is a consultancy born to the digital age: we are native to the challenges, strategies and techniques of the online world.

We provide some of the most sophisticated online reputation management strategies available on the market today. Our digital approach aims for the complete control of how the Internet views our clients. Targeting results on Google and other search engines, we give our clients maximum peace of mind when it comes to their online reputation.

Tricuro's consultants have tackled the world's biggest Internet search problems - from national identity, to political situations, to high profile and extremely high volume commercial search streams.

Our Work.

Tricuro's clients include global brands, governments and HNWIs from across North and Central America, Europe, Asia, Africa, and the Middle East. Recent work includes:



- Implementing a discrete media relations, congressional, grassroots and public affairs campaign for a **global commodities trading company** following its purchase and renovation of a major port facility in the USA.
- Enabling a **Central American consumer products manufacturer and agribusiness** to recover its global reputation in the face of severe criticism by NGOs and international media.
- Devising a US market entry communications strategy for a major **European aviation brand**.
- Undertaking a lobbying and media relations campaign for a **Russian energy company** facing sanctions.
- Introducing a rapidly expanding **US and African energy company** to potential investors via a coordinated media relations, social media and advertising campaign.
- Promoting a **Middle East country** in new and engaging ways using online reputation management, media outreach and a comprehensive messaging platform.
- Media training and media relations for a **Central American federal government** spokesman in advance of the G20 and B20 summits.
- Communicating an **Asian government's** post-conflict humanitarian efforts to the US media and policy community.
- Helping an **international NGO** to build a larger and more diversified client base using corporate communications, media relations, video, events and online reputation management.
- Providing a **European satellite telecommunications company** with political and media intelligence during a politically significant business deal.
- Helping a **Middle East Embassy** to enhance and exploit its relations with Congress, the media, and grassroots supporters in preparation for the United Nations General Assembly.
- Providing 24/7 crisis communications support to a **Fortune 500 in Asia** faced with significant labor relations challenges.

Tricuro: Our Team



David Sowell

Principal

David is an expert in international strategic communications. He has advised numerous governments, corporations and non-profits including HSBC on political engagement, Trafigura on grassroots and media relations, and the International Executive Service Corps on social media and corporate relations.

David was a senior executive at Bell Pottinger and Fleishman Hillard; served as Public Affairs Director of CNN International and AOL Time Warner Europe; and was Vice President of the UK Satellite and Cable Broadcasters Group. He began his career as an economic advisor in the House of Commons.

David studied at the London School of Economics and Harvard Business School, and has run successful businesses in Washington DC, London and Brussels.



Chuck Conconi

Chairman, Advisory Board

Veteran journalist and author, Chuck Conconi has more than 40 years' experience in TV, radio and print journalism.

Chuck was editor of the “Style” section and author of the daily “Personalities” (now “Reliable Source”) column at The Washington Post, and then editor-at-large of The Washingtonian. He has worked extensively on radio and on such networks as FOX, NBC and CNN International.

Chuck has written two books (The Energy Balloon and The Washington Sting), and was a Press Secretary in the US Senate. He has been as a visiting lecturer at numerous universities, and currently serves as Vice Chairman of Qorvis MSLGROUP.



Charles N. Andreae, III
Government Relations

Chip Andrae is a strategic business consultant with expertise in political affairs and political risk management. Chip has had extensive exposure to the Washington establishment, with particular focus on foreign policy. He worked for 15 years on Capitol Hill, including 4 years with the Senate Select Committee on Intelligence and 5 years as Chief of Staff for Senator Richard Lugar, for whom he led numerous Senate staff delegations to the Near East, Latin America and Africa.

Working with the International Republican Institute, Chip helped train newly created political parties for two years in Bulgaria, two years in Romania, and two years in South Africa. He also has served on over a dozen election observer missions around the world on behalf of the U.S. Government.



Joey Nichols

Public Affairs, Events, Fundraising



Joey has 20 years' experience of public affairs, fund-raising, and event management, giving her a deep understanding of how the worlds of government, politics, non-profit and public opinion intersect.

Her fund-raising clients have including candidates for Governor, U.S. Senate and Congress. She was the lead fund-raising consultant for both U.S. Senate races of former White House Chief of Staff Erskine Bowles. She was also a senior fund-raising and VIP management consultant for the Democratic National Committee convention.

Joey has managed hundreds of events ranging from small intimate meetings to major VIP fundraising dinners and multi-day conferences. She gives pro-bono support to InterAct, which provides services to victims of domestic violence.



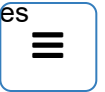
Luke Chauveau

Strategic Communications, Media Relations

Luke is a specialist in strategic, media and government communications. Based in London, and a Partner of Bell Pottinger, Luke's clients have included Presidents, Prime Ministers, Ambassadors and governments across the Middle East and Africa, including President Yar'adua of Nigeria, President Banda of Zambia, and the governments of the UAE and Gabon.

Luke started his career as a researcher for the British Conservative Party, later becoming an Army Officer and UN press officer in Bosnia, and then an executive at the British Press Complaints Commission.

Luke has worked with numerous multinational corporations including BAE Systems, Rolls-Royce, and Emirates Airlines, as well as the British Red Cross. He is a regular commentator on Sky News and the BBC.



Sandra Charles

Government Relations and Foreign Policy

Sandra Charles advises foreign governments on their relations with the US Government. She served the US Government for many years as a member of the National Security Council (NSC) staff of the White House and in the Office of the Secretary of Defense, International Security Affairs (OASD ISA).

Her many career highlights include advising the Reagan and Bush Administration on politico-military issues in North Africa, the Middle East, and Asia, including Operation Desert Storm. She was also a key player in forging the Reagan Administration's policy toward the Iran-Iraq War, including the U.S. military operations to protect Kuwaiti shipping in the Gulf in 1987-1988.

Ms. Charles was presented with the Secretary of Defense Medal of Meritorious Civilian Service in 1988 for her service. She currently serves as Senior Advisor to Dentons and is a member of its Global Business Intelligence Unit.

Allen Mgaieth

Business Development, New York

Allen Mgaieth has over 15 years' experience of business development, strategic communications and geopolitical research and analysis for governments, multinationals, investors, and individuals around the world.

Allen's most recent clients have required his crisis and strategic communications support in Gabon, Ghana, Tunisia, Qatar, UAE, Kuwait and Saudi Arabia. His previous positions have included head of Public Relations for Cisco Middle East and Pakistan, consumer dispute affairs mediator at the Office of the Attorney General of Massachusetts, and investor relations advisor for the German American Chamber of Commerce in New York.

Allen speaks fluent Arabic and French, has a working knowledge of Spanish and Italian, and has lived and worked in the US, UK, Spain, the Netherlands, France, Germany, Tunisia, UAE and Australia.

Tricuro: Advisory Board



Bill McSweeney

Member, Advisory Board

Bill McSweeney has had a long and distinguished career, culminating in his appointment as President of Occidental International Corporation.

Bill started his career as an infantryman in the Korean War, becoming an award-winning war correspondent in Vietnam and Israel, and later joining the staff of President Lyndon Johnson.

Four Presidents have appointed Bill to numerous posts, including UNESCO, Special Envoy to the USSR, Special Ambassador to Bolivia, Special Ambassador to Oman, President's Representative to Korea for the 50th anniversary ceremonies, and Co-Chair of the NATO 50th Anniversary at the White House.

Bill has written three books and was recently awarded the title "Washingtonian of the Year."





Col. (Ret) Charles D. McFetridge

Member, Advisory Board

Charles McFetridge is a consultant in security, post-conflict reconciliation, corporate social responsibility and human rights. He has worked all over the world with such clients as Exxon-Mobil, BP, Noble Group and the World Bank (Indonesia); Chevron (Angola); Barrack Gold (Canada); Xstrata Mining (Tanzania); Freeport-MacMoRan (DR Congo, Peru); Goldcorp (Latin America); MIGA (Burkina Faso, Honduras); IFC (Honduras); Talisman Energy (Canada, Malaysia); Anvil Mining (Australia) and the US departments of State and Defense.

Commissioned as an Army officer in 1970, Colonel McFetridge was the US Defense and Army Attaché in Jakarta, Indonesia from 1994-98, for which his office received the US Intelligence Community Award from the Director of Central Intelligence.

Charles has written numerous papers, including “The Voluntary Principles on Human Rights – An Implementation Toolkit for Major Project Sites,” published by the World Bank in July 2008.

Get in touch today.

info@tricuro.com (mailto:info@tricuro.com)

+1-202-701-9005 (tel:+1-202-701-9005)

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DENISON

ALUMNI

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Charles N. Andreae III '77

B.A., DENISON UNIVERSITY

M.A., GEORGETOWN UNIVERSITY

District of Columbia

Citation awarded May, 2002

Chip Andreae is the Denison volunteer *par excellence*. His life since Denison is a continuous history of exceptional service to his alma mater, from admission work and career advising to Alumni Club leadership, fundraising, and Alumni Society governance.

Perhaps due to his own distinguished career in public affairs, the field of career networking has been Chip's signature area in his work for Denison. After a term as Alumni Council member-at-Large in the early 1990s, he was the first to serve that governing body as the vice president for careers (1995-97). In this role, and as new communications possibilities opened up on the web, Chip was instrumental in moving Denison to a whole new level of career service to its alumni and students. In the wake of his service in this post, he was elected to the **presidency of the Denison Society of the Alumni**. During his tenure (1998-2000), Chip worked untiringly to build strong relationships between the Alumni Council and Denison's administration, as well as between the Council and current students. Indeed, personal assistance to the students and

alumni in their career development has been a hallmark of Chip's ongoing leadership in the Denison community. He currently serves Denison as a member of the President's Leadership Council, as well as of the class of 1977 executive committee and the 25th reunion planning committee.

In his professional life, Chip worked for 15 years on Capitol Hill in Washington, D.C., including four years with the Senate Select Committee on Intelligence and five years as chief of staff for Senator Richard G. Lugar '54. In 1990, he joined the consulting firm, RCF Group, and only two years later, Chip founded Andreae & Associates, which several years later would become the Washington public affairs consulting firm of Andreae, Vick & Associates, LLC. The organization provides government relations and consulting services, specializing in internal affairs. While much of the firm's business is with private business, the firm also engages in work with developing democracies at the request of the U.S. State Department. Chip trained political parties in South Africa, Bulgaria, Romania, and Russia for eight years, and he has headed or been involved with numerous U.S. elections observer missions around the world. He views the latter as among the most exciting and gratifying of his company's initiatives.

In addition to his consulting practice, Chip has served as a visiting professor at the Edmund A. Walsh School of Foreign Service at Georgetown University for seven years. In addition to his Denison degree in Political Science and History, he holds the M.A. in Government from Georgetown University. He was elected to the Council on Foreign Relations in 1988, and has served on the board of directors of the Foreign Student Service Council and the St. Paul's School.

Chip and his wife Jane live in Arlington, Virginia. They have three sons and a daughter.

← Susan D. Whiting

Constance M. Soja

NEED HELP?



TRANSPARENCY = SECURITY

Nuclear arms control is a critical pillar of America's national security. Negotiated agreements to reduce the threat posed by the Cold War nuclear arms race have always enjoyed strong bipartisan support in the U.S.

In 1982, President Reagan proposed that the U.S. and the Soviet Union reduce their nuclear arsenals by thousands of warheads each. This proposal became the basis for the 1991 START I treaty. Since that time, every U.S. President, in concert with Russia, has advanced President Reagan's legacy through steady and prudent reductions of the world's two largest nuclear arsenals, including the 2002 Treaty of Moscow, signed by Presidents Bush and Putin.

On April 8, 2010, Presidents Obama and Medvedev signed the new START treaty, agreeing to further reduce both sides' arsenals and bring into force a new regime for inspections and verification. This was a necessary and appropriate step toward safeguarding our national security. Without the new START, the U.S. has no legally binding ability to conduct inspections of Russia's nuclear arsenal, and would be in a far weaker position to lead the world in stopping nuclear proliferation.

Now is the time for a thorough and balanced national discussion about nuclear arms control and nonproliferation. But we must remember that a world without a binding U.S.-Russian nuclear weapons agreement is a much more dangerous world. We, the undersigned Republicans and Democrats, support the new START treaty because we believe that it:

- Enhances stability, transparency and predictability between the world's two largest nuclear powers, which together possess about 95 percent of the world's nuclear weapons
- Contains verification and inspection measures essential to U.S. national security and nuclear threat reduction as it relates to Russia's strategic nuclear weapons
- Addresses our Nuclear Nonproliferation Treaty (NPT) obligations and therefore assists in gaining cooperation from other countries on key nonproliferation priorities
- Helps strengthen broader U.S.-Russia cooperation, which is important in responding to proliferation challenges from Iran and North Korea
- Does not inhibit our ability to maintain an effective and reliable nuclear arsenal
- Does not constrain our ability to develop and deploy missile defense systems

MADELEINE ALBRIGHT Secretary of State 1997-2001

HOWARD BAKER US Senator (R-TN) 1967-85

SAMUEL BERGER National Security Advisor 1997-2001

LINTON BROOKS Administrator, National Nuclear Security Administration 2002-07

HAROLD BROWN Secretary of Defense 1977-81

FRANK CARLUCCI Secretary of Defense 1987-89

WARREN CHRISTOPHER Secretary of State 1993-97

WILLIAM COHEN Secretary of Defense 1997-2001

JOHN C. DANFORTH US Senator (R-MO) 1977-95

KENNETH M. DUBERSTEIN White House Chief of Staff 1988-89

CHUCK HAGEL US Senator (R-NE) 1997-2009

LEE HAMILTON US Congressman (D-IN) 1965-99;
Co-Chair, PSA Advisory Board

GARY HART US Senator (D-CO) 1975-87

RITA E. HAUSER Chair, International Peace Institute

CARLA HILLS US Trade Representative 1989-93

NANCY KASSEBAUM-BAKER US Senator (R-KS) 1978-97

THOMAS KEAN Governor (R-NJ) 1982-90;
9/11 Commission Chair

RICHARD LEONE President, The Century Foundation

DONALD MCHENRY US Ambassador to the UN 1979-81

SAM NUNN US Senator (D-GA) 1972-96

WILLIAM PERRY Secretary of Defense 1994-97

THOMAS PICKERING Under Secretary of State 1997-2000

COLIN L. POWELL Secretary of State 2001- 05

WARREN RUDMAN US Senator (R-NH) 1980-92;
Co-Chair, PSA Advisory Board

ALAN SIMPSON US Senator (R-WY) 1979-97

GEORGE SHULTZ Secretary of State 1982-89

THEODORE SORENSEN White House Special Counsel 1961-63

JOHN WHITEHEAD Deputy Secretary of State 1985-88

TIMOTHY E. WIRTH US Senator (D-CO) 1987-93

FRANK WISNER Under Secretary of State 1992-93



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LETTER TO MR. CHARLES N. ANDREA, III FROM ROBERT M. GATES RE ANSWERS TO QUESTIONS ON "SPECIAL ANALYSIS: ...

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 Office of the Deputy Director for Intelligence
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 Mr. Charles N. Andreae, III
 Staff Member
 Select Committee on Intelligence
 United States Senate
 Washington, D.C. 20510
 Dear Chip:
 Enclosed are the answers to the rnieRtianq
 on
 that--
 you sent to us on November 23. We hope this
 will be helpful to the Committee.
 25X1
 25X1

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Central Intelligence Agency
Office of the Deputy Director for Intelligence

6 DEC 1982

Mr. Charles N. Andreae, III
Staff Member
Select Committee on Intelligence
United States Senate
Washington, D.C. 20510

Dear Chip:

Enclosed are the answers to the questions
on [redacted] that
you sent to us on November 23. We hope this
will be helpful to the Committee.

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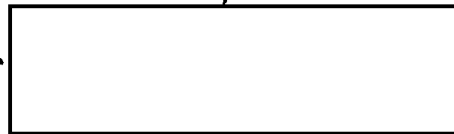


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Robert M. Gates
Deputy Director for Intelligence

Enclosure:
TS 823140, Copy 1

*Chip - Sorry to be tardy
by a day.*
Bob.



25X1

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Lobby firm goes to war

Oliver Morgan, September 10, 2005

The first private company to provide psychological warfare services, or 'psyops', to the military, will be launched this week at a global arms fair in London.

Strategic Communication Laboratories, a UK firm that was a political communications consultancy, is to relaunch as a psyops operator at the Defence Systems and Equipment International exhibition. The firm, chaired by former Conservative defence minister Sir Geoffrey Pattie, and with working capital of more than £11m, has 20 fulltime staff and can deploy 100-strong teams.

It believes armies are prepared to buy such services from a private provider and maintains that psyops can shorten conflicts. Chief executive Nigel Oakes points to the surrender of nearly 90,000 troops in the first Gulf conflict, attributed to psyops.

He said: 'We used to be in the business of mindbending for political purposes, but now we are in the business of saving lives.'

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Mr. Coldea, Major, who paid Cambridge Analytica for #resist protests?



By **Carmen Gorgan** - March 26, 2018



When the salt sea promises to fight corruption, the real white-shark sharks and many blue eyes defy us daily. How is the anti-corruption fight in Romania the target of a contract commissioned by the most influential PSYOPS / psychological operation machine in the world? Why does this alleged battle and manipulation go hand in hand? It is hallucinating how degraded a society in which even philosophers become skeptical ...

Two companies in the US and England, fighting corruption in Romania

Strategic Communications Laboratories (SCL), a London-based company and American company **Andreae & Associates**, dealt with the anti-corruption fight in Romania after the **US Department of Justice** / National Security Division / FARA- Foreign Agents Registration Act, the contract between the two companies was declared, according to some revelations of journalist Sorina Matei.

SCL UK is part of the SCL Group, a world leader in data communications, behavioral research, strategic communication using PSYOPS / psychological techniques. More clearly, it uses misinformation techniques specific to military operations theaters and claims to influence public opinion and electoral results, using psychological profiling of voters with the help of tight data on social networks. The London company is involved in Brexit and the election of Donald Trump to the White House,

Andreae & Associates is another powerful consulting company in Washington DC, dealing with strategic, business intelligence and policy risk management advisory, being the firm contracted by SCL Social in the United States on the anti-corruption fight in Romania. President Andreae & Associates claims that he has worked in Romania with political parties and was in the US Senate Intelligence Committee.

Founded in 1991, the company is president and founder of Charles N. Andreae III who claims to have worked for 13 years in the US Congress, including four years in the US Senate Intelligence Committee as Chief of Staff for US Senator Richard Lugar. Charles Andreae's firm claims to have collaborated with both Republicans and Democrats and then helped to train political parties: 2 years in Bulgaria, 2 years in Romania, and 2 years in South Africa, Charles N. Andreae III, as President of Andreae & Associates is also the one signing the SCL Social contract regarding the anti-corruption fight in Romania. Charles N. Andreae III is also the chief executive of Bell Pottinger, assisting the Defense Department in a Middle East program.

\$ 60,000 per month for the anti-corruption fight in Romania

The contract between the two companies that was filed with the US Department of Justice shows that SCL Social in London, the research and documentary company focused on election and campaigning, part of the SCL Group, hired on March 17, 2017, Andreae & Associates, Washington DC to provide "government relations, communication advice and public business services for SCL Social regarding their efforts on the anti-corruption area in Romania". "Activities may include communications with members of the US Congress and their staff and / or members of the executive power on anti-corruption efforts in Romania, as well as potential meetings of SCL Social. Activities may include communications with representatives of various

media organizations and / or other people or organizations on behalf of SCL Social, "the contract states,

In exchange for the services, SCL Social in London paid \$ 60,000 per month to Andreae & Associates in Washington DC.

The document submitted to the US Department of Justice also stipulates the existence of a confidentiality agreement signed between Andreae & Associates and its parent company, Global Strategy Limited, signed March 9, 2017, before the actual conclusion of the contract.

It is not known who he is or who the Romanian clients have hired and paid SCL United Kingdom to conclude this lobbying agreement in the United States nor whether this action is part of a wider strategy that SCL is doing for the mysterious employer .



Founder of SCL, specialized in influencing human behavior

Nigel Oakes, the UK's leading UK fixer and political consultant, is the founder of SCL. After studying psychology, he was a producer at Monte Carlo TV and after spending two years at Saatchi & Saatchi, in 1990 he set up the Behavioral Dynamics Institute, first at the university, then as a separate entity - center of excellence and studying behavioral communication strategy. In 1992, he established a Marketing Aromatics firm, specialized in influencing consumer behavior through the use of flavors. "Odors can influence attitudes and, therefore, behavior," Oakes said at the launch. But in the late 1990s, Oakes became interested in something more than selling products: he began selling politicians.

He went to Jakarta and set up a SCL operations center, described by The Guardian, similar to the operations centers in the James Bond films. The Center was also exposed to the annual International Defense and Security Show in an attempt to win military contracts. And he won. SCL has obtained government contracts with the British Foreign Ministry to help combat jihadist violence propaganda in Pakistan. As he entered into several contracts, SCL attracted strong investors and investment funds. He then won contracts with the Pentagon to conduct polls in Iran and Pakistan and another \$ 750,000 to help NATO countries counter Russian propaganda in Eastern Europe. "Psychological operations were a big deal and people were simply throwing money,"

While stunning the military area, SCL used its skills to help win the election. Some Caribbean politicians have paid very well for SCL services and their reputation has flourished. This is how another company, Cambridge Analytica, was born, who sought to use data / information in the psychological and democratic cataloging of people - classifying them in different types of personalities - so that they connect them in ways that lead them to different actions.

Cambridge Analytica entered US territory, and in 2014, according to US tax records, it has earned more than \$ 1 million from America Inc. and the mission was to "educate the Americans about traditional values." The President of America Inc. is L Brent Bozell III, a Tea Party sympathizer. Robert Mercer, the American billionaire, a great supporter of Donald Trump and close to Bozell, and Nigel Farage, the former Ukip leader, were so impressed by Cambridge Analytica that Mercer became a major shareholder. Nigel John Oakes is currently a shareholder of SCL Group, Chief Executive Officer and Director of SCL Group, and a director and shareholder of SCL Behavioral LTD, Iota Global LTD and Behavioral Dynamics Holdings LTD.

Company brought to Romania by a Cluj

The British company has been active in Romania since 2011 when it founded a subsidiary in Baia Mare, in Maramures. Initially, the representative of this company was Baimarean Dan Avram Sabin Mureșan, son of Avram Mureșan, former Minister of Agriculture, who was convicted.

In the spring of 2011, Ioan Avram Mureșan, former Minister of Agriculture in the Victor Ciorbea government, was sentenced to seven years in prison for embezzlement. In the same

year, in September, SCL United Kingdom created and became the sole shareholder of **Strategic Communications Laboratories SRL**, headquartered in Dorina Babiciu's law office in Baia Mare's city center.

The decision to establish the Romanian subsidiary was made by a document signed in London by British managers of the firm: **Alexander Nix**, head of **Cambridge Analytica**, and **Julian Wheatland**, company director. Administrator of the subsidiary became **Alexander Oakes**, from **SCL London**. In his turn, Alexander Oakes appointed **Dan Abram Sabin Muresan** as local representative of SCL, the son of the former minister entered the bar with only four months earlier.

Dan Muresan was born in Cluj in 1981 and in 2011 he worked for the British company in electoral campaigns around the world. A year later, in the autumn of 2012, the young man died in Nairobi, Kenya, where SCL was campaigning for the politician to become the president of this African country. Family members think the young man did not have a natural death, the 32-year-old was found with a glass of wine next to him and the TV set open.

"Friday night he drank with all his staff, and on Saturday they had a meeting with them at a golf game. Because he did not show up, his colleagues went to his room. He was lying on the couch, with his laptop in his arms, with a glass of red wine next to him and the TV set open, "said at that time to evz.ro, the young man's father, Ioan Avram Mureșan, who was behind the bars.

He also said that Dan was at the end of the mandate, on the current contract, where he campaigned for the opposition candidate in the presidential election in Kenya. Dan Muresan was not suffering from any disease. An important detail is that Dan Muresan went to Kenya to replace a colleague of his, who died suddenly, also because of a heart attack. Strange is the fact that Dan's colleague was under 35 and was not suffering from chronic diseases.

The current representative of SCL in Romania is **Peter Imre**, Minister of Foreign Affairs **Teodor Melescanu**, a former employee of Philip Morris Romania and a lobbyist for the tobacco industry over the last 20 years.



Peter Imre is a little bit stingy

In another investigation conducted by Sorina Matei on this issue, the journalist contacted Peter Imre, the current president of **SCL Romania**, asking him if he knew of any contract made by SCL on the anti-corruption fight in our country. Although Imre's response was a "no," in the first instance, the Foreign Minister's son-in-law acknowledged that he knew of the existence of this contract, even trying to persuade the journalist not to publish the investigation until it illuminates it he's about the subject when he returns from vacation.

However, Peter Imre, in his conversation, reveals an important aspect. Confused, he says he would have discussed with somebody that DNA would need a reconstruction of the image, and that SCL would be able to cope with the challenge, and perhaps somebody around took this idea.

Here's a part of the statement:

"No, there is no such thing. Not! Someone, somebody ... took you, led you or did not know, someone gave you, even truncated information, information ... So everything that's about SCL is me, right? And all that is heard in the city about SCL somehow goes back to me one way or the other. People do hear a lot about me and ... and ... probably someone said that I probably ... I mean, I probably do not ... I discussed the subject, I would have heard that the DNA probably would probably need a ... o ... a ... re-image reconstruction. And that SCL would be the best for this, but I never had any talk with anyone about this theme, or the official one. I mean, I did not go, I did not have a presentation, I did not ask for meetings, I had nothing. But probably someone around me that I talked about, and to whom I would have told my idea that the DNA should be reformed as an image, perhaps someone from there said that "bathing, SCL makes the DNA image." No, no ... It has nothing to do. "

After the journalist Sorina Matei explained to Peter Imre that no one spoke to him but had the public contract between SCL Social and Andreae & Associates, but without mentioning the DNA, Mellescanu's son-in-law felt somewhat relieved: "Yes, yes, that is a public contract. It has nothing to do with DNA. "

Asked by the founder of the Andreae & Associates company in Washington who even claims on the company's website that he has worked with political parties in Romania, Peter Imre says "that is very far from reality."

"He in the 1990s worked for a foundation to disseminate democracy through former socialist countries. Some foundation or NGO, and they were training democracy for the parties that formed then ... And in this context I understood that it was once or twice in Romania and held some seminars, but if you ask him what party he worked for , does not know to name the party (...). By '90, there were Peace Corps and all sorts of American spy organizations who came and who lectured on behalf of democracy. And that was their big party, but no, I did not ... ", says Peter Imre.

Celebrity General Michael Flynn, SCL Group Counselor

Controversial general Michael Flynn, the former head of the **United States Army Intelligence Directorate (DIA)**, admitted that he had worked for SCL, which he had omitted in previous statements of interest. **George Maior**, the former head of the SRI and current US Ambassador to the United States, said Micheal Flynn knew him very well.

Flynn was for a short time at the beginning of the year, Donald Trump's chief security officer. He was forced to resign after hiding a series of interactions with representatives of the Russian government, but also because he did not say sums of money received from Russians or businessmen close to Turkish President Erdogan.



The Facebook Director, called to explain. Head of Cambridge Analytica, suspended

Data Analysis and Consulting firm **Cambridge Analytica** suspended General Director **Alexander Nix** on Tuesday during an independent investigation into a TV channel Channel 4 broadcast, informs DPA. Nix was secretly recorded when he boasted that he had bribed and instigated crimes to influence choices. The recordings of the television show that the company was willing to use seduction, publish false reports on the Internet, hire undeclared subcontractors, and set up fake institutions and websites to get data.

Personal data obtained by Cambridge Analytica from **Facebook** are also the subject of requests filed Tuesday by the Prosecutor's Office in New York State and the New York district of Manhattan in a joint investigation. The Facebook corporation must provide documents relating to the violation of the terms and conditions of use of the social network of the same name as well as the copies of the entire correspondence with Cambridge Analytica, a confidential source from Reuters said.

Facebook founder **Mark Zuckerberg** has been invited by US and EU authorities to explain the risk that users' personal data will be acquired without their consent. As a result of the Cambridge Analytica scandal, Facebook shares fell Monday, March 20, 6.8 percent, and Tuesday another 5.4 percent, which reduced tens of billions of dollars in the company's market value.

PSYOPS application to protests in Romania?

The CIA and the Pentagon undercover operations division, through the Operations Division and the Special Forces Command, noted that the emergence of new technologies, with impact on large masses of people, would be adapted to the military. What has expanded the sphere of military confrontation into other unconventional environments (informational, psychological, etc.) has led to the emergence of new action processes specific to these confrontational environments and the creation of unconventional forces.

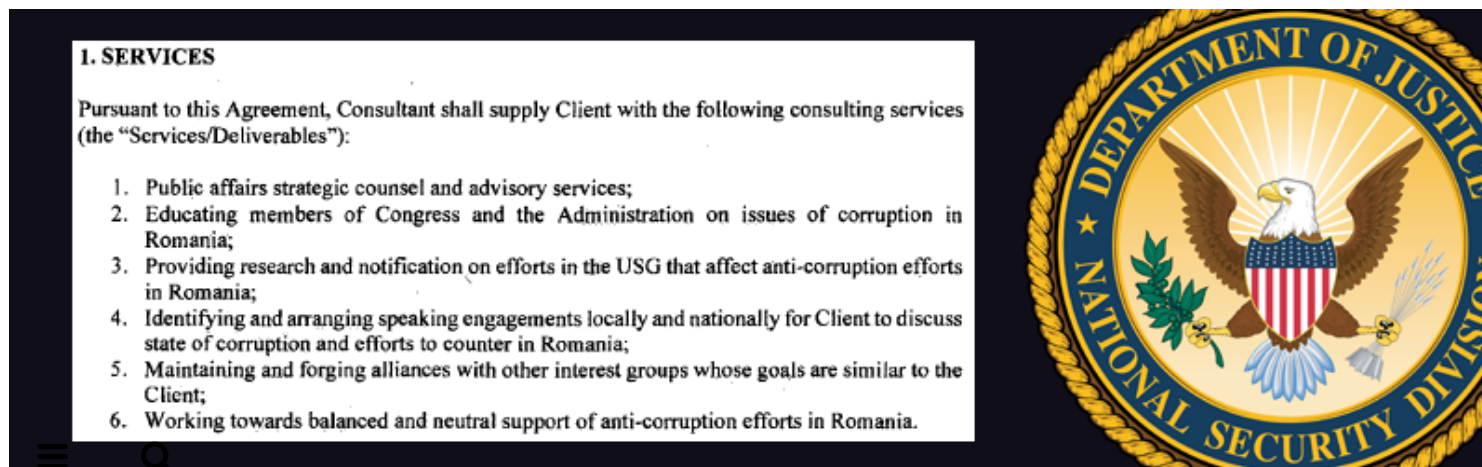
In the case of PSYOPS information operations, it is not the physical destruction of the opponent but the influence and control of his thinking. Destruction caused by PSYOPS is recognized through cognitive, mental changes. Informational operations do not target the individual, but a geographic area as large as possible, a military analyst describes PSYOPS.

If we previously wondered if the Romanian institutions have the capacity to organize a PSYOPS operation, they would forget that \$ 60,000 a month could confirm this hypothesis. The protests in Romania in 2017 took place through the social networks and via transmissibility managed to gather over 600,000 Romanians in the main ten major cities of the country. More than ever, the Romanians mobilized on social networks to better organize the protests in the country. Romania can no longer be governed as in the 1990s, and it must be understood that the old methods of manipulating public opinion no longer work in the era in which Facebook is, at the same time, a tool of mass communication.

If this hypothesis is confirmed, some interesting questions would be: Who in Romania is part of this operation? Who is interested in the propaganda of the alleged anti-corruption fight? Who paid \$ 60,000 per month to PSYOPS specialists?



S O R I N A M A T E I (http://sorinamatei.ro/)
J U R N A L I S T



EXCLUSIVE. US NATIONAL SECURITY DIVISION / UNIT OF REGISTRATION WITHOUT PRIORITY RESPONSE TO THE STRATEGIC CONSULTATION AGAINST THE ROMANIAN ANTI-CORRUPTION AGAINST THE ROMANIAN SOCIAL SCL (ROMANIA)

August 14, 2017

- **And contradictions in the positions of SCL Romania and SCL Group / London on the topic of the anti-corruption fight contract in Romania. Plus: " We talked that the DNA would probably need an image**

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reconstruction but I did not go, I did not have a presentation, I did not ask for meetings, I did not have anything in the official way"

*The United States National Security Division / FARA Registration Unit FARA claims in a response given for the first time on August 10, 2017 and under the law that the consultancy firm hired in March 2017 in the United States to carry out the contract which targets the anti-corruption fight in Romania, registered and declared, within the FARA Unit, **the main client in Romania : SCL Social (Romania)** . In a response, for the first time on July 19, 2017, this time by the **SCL Group in London, Nick Fievet, Global Head of Communication** , shows that " **unfortunately** , the SCL Group in London" **is not in a position to comment on this issue**"Linked to the anti-corruption fight contract in Romania.*

*The response from the US National Security Division / the FARA Foreign Registrars Unit and the positioning of the SCL Group in London contradicts to some extent the equivocal statements of the head of the SCL Romania office, Petre Imre, who argued that although " **everything related to SCL** " in Romania he is, SCL Romania does not have a contract with the order he knows about, but he initially denied it, but does not want to give further details about it, and for more information the parent company in London should be asked, the initial statements contradictory and ambiguous being rendered in extenso below.*

*Corroborated data and SCL presentations to potential clients show that the SCL office in Bucharest acted in general on behalf of all SCL entities and agencies - whether they were Social, Commercial, Elections or Cambridge Analytica. **SCL Social** is, according to the contract signed with the US Department of Justice targeting Romania, the SCL " **research and communication group that focuses primarily on elections and campaigns** . " The official presentations in Romania show that " **SCL Social offers research strategies on behavior and communication campaigns in the social, cultural and NGO sectors around the world** ." "We are a behavioral research and communication agency committed to achieving lasting and measurable social change throughout the world , "says SCL Social, part of the SCL Group.*

*At the US Department of Justice, the \$ 60,000 contract, which includes **SCL (S trategic C ommunication L aboratories)** and targets the anti-corruption fight in Romania, has been active for nearly five months. SCL Group, the influential and powerful global data mining and data analysis company, claims to be the " **world leader in data communications, behavioral research, strategic communication** ," using " **psy ops / psychological operations** " techniques, and has been involved in **Brexit** and the **election of Donald Trump** to the White House. For reasons exclusively related to the continuation of the journalistic investigation, the response of the US National Security Division / FARA Aliens Registration Unit is not yet fully presented.*

▪ **US Department of Justice / National Security Division / Foreign Agents Registration Unit (FARA): The main client registered on 27 March 2017 is from Romania - SCL SOCIAL (ROMANIA)**

This email response is intended for investigative journalist Sorina Matei...

Good morning Sorina Matei,

This is in response to your request below for [REDACTED] for the following one (1) FARA registrant: **Andreae & Associates**, that discloses activities on behalf of their foreign principal client **SCL Social (Romania)**.

Andreae & Associates – registration number **6371** registered on August 17, 2016 for Ocean Advisory and Consulting, WLL (Qatar). [REDACTED]

They registered their second foreign principal client - **SCL Social (Romania)** on March 27, 2017.

Thank you for your interest in FARA.
Regards,
FARA Registration Unit staff

An Outstanding Response (**Photo Left**) on 10 August 2017 from the **US Department of Justice / National Security Division / Foreign Agents Registration Agency (FARA)** , based on the Privacy Act and Freedom of Information Act, shows that the consulting firm in Washington DC, **Andreae & Associates** , led by Charles N. Andreae III and engaged in the anti-corruption fight contract in Romania, told FARA that he **has a registered customer in Romania under this contract : SCL Social (Romania)**. WITHOUT WARRANTY, from 2016 to the present, Charles N. Andreae III's consulting firm declared and registered under US law two major foreign clients: one from Qatar and **one from Romania, the latter being involved in the anti-corruption fight** .

The first foreign client of Andreae & Associates, declared at the US Department of Justice, supports the Foreign Nationals Registration Unit (FARA) of the National Security Division, **Ocean Advisory and Consulting in**



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Qatar , declared on 17 August 2016. The investment firm of Doha / Qatar hired on August 17, 2016, a \$ 50,000 monthly fee, Andreae & Associates Inc. of Washington DC, to provide investment advice, bilateral economic and political relations, and government relations. So, in the first six months of the contract, Andreae & Associates received nearly 200,000 dollars from Ocean Advisory and Consulting in Qatar.

The second principal foreign client declared by Andreae & Associates at the US Department of Justice was on 27 March 2017, supports the FARA Registration Unit of the National Security Division and is **SCL Social, a registered customer in Romania, WITHOUT ANTI-CORRUPTION RIGHT IN ROMANIA.**

- **Contract contracted by the SCL Social client in Romania, signed with the agency's data in London and officially declared in the US. Petre Imre, President of SCL Romania: " So everything about SCL is me, right ? (...) In general, all contracts are signed by him (nm Julian Wheatland, President of SCL Group / London) "**

In

1. Name and Address of Registrant Andreae & Associates 601 13th St, NW Suite 290N Washington DC 20005	2. Registration No. 6371
3. Name of Foreign Principal SCL Social	4. Principal Address of Foreign Principal 55 New Oxford Street London, WC1A 1BS United Kingdom

fact, the contract signed 10 days earlier to register, on March 17, 2017, an anti-corruption fight document in Romania, **according to the FARA Registration Unit of the US National Security Division, a registered client from Romania, SCL Social Romania), but it also contains the legal data and the address of the London division / entities (left photo), signed by Julian Wheatland, SCL Group chairman on behalf of Group COO, and by Charles Andreae III on behalf of the company consulting firm Andreae & Associates in Washington DC .**

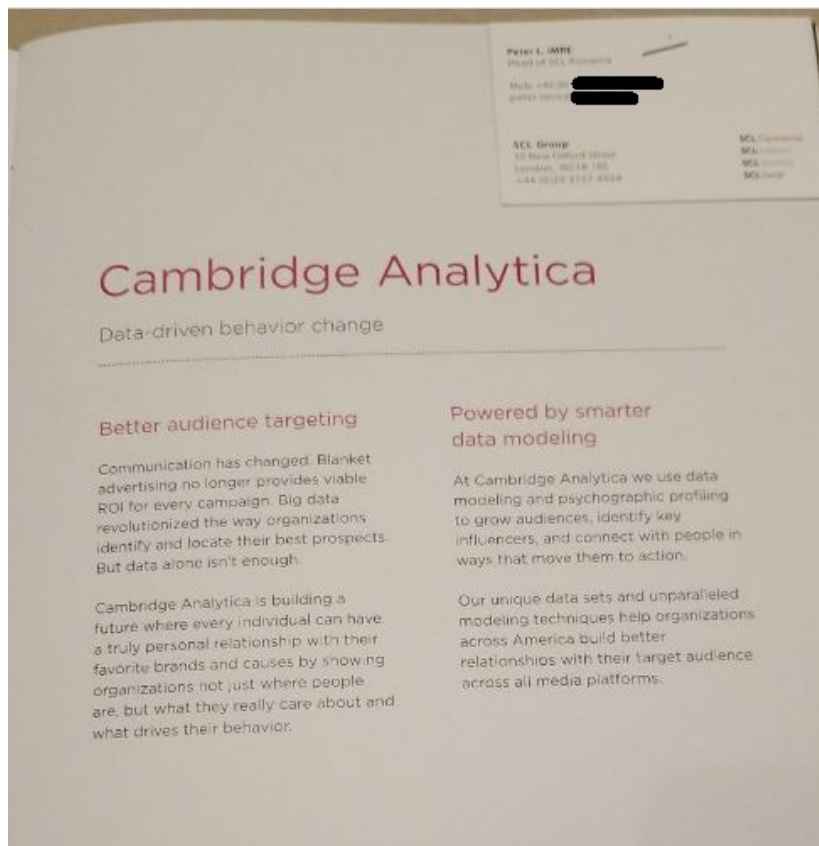
Besides, **Petre Imre, head of SCL Romania, confessed when contacted for a reaction that, in general, all SCL contracts are signed by London, by Julian Wheatland, SCL Group Chairman, that there are no differences between Group entities name, but when it comes to SCL activities in Romania he is responsible.**

" **So everything about SCL is me, right? (...). I have a job with what is happening in Romania (...) SCL and Cambridge Analytica are the same. (...) Yes it is. Q. In general, all contracts are signed by him (nm Julian Wheatland) . So there is no novelty ... "**, said Petre Imre, president of SCL Romania as the first reaction, when asked for his point of view.



Data corroborated, including those provided by the US National Security Division indicating the customer is from Romania, show that **SCL Worldwide offices open around the world - 17 in number - including Romania - SCL Romania , acted in general on behalf of the entities belonging to SCL Group** , whether it was the divisions / agencies of the group - **SCL Social , Defense , Elections , Commercial** , others or US subsidiaries, Cambridge Analytica. This is reinforced by the presentations of SCL Romania made on the territory of Romania to potential clients (**right photo**), the SCL office in Bucharest acting and making these presentations in general on behalf of all entities / divisions / agencies SCL-SCL Social, Commercial, Elections and Cambridge Analytica. (**bottom left photo**)

"I have been president of SCL Romania long ago, before it was so popular. **It's been since I left Adevărul in 2015, 2014-2015. No, after the presidential elections in 2015** , "said Petre Imre. In another public statement made for Hotnews.ro, after the publication of the first part of the journalistic investigation (**double click (http://revistapresei.hotnews.ro/stiri-revista_presei_politic-21906118-lupta-anticoruptie-din-romania-vizata-contract-consultanta-strategica-comandat-una-dintre-cele-mai-puternice-companii-globale-operatiuni-psihologice.htm)**), Petre Imre reiterated that as head of SCL in Romania he knows what is happening in this country but can not get details about the contract. He said that he has been working for 3 years with SCL " **on the basis of a partnership between his company - Impala SRL and SCL Group** ". **Indicators declared at the Ministry of Finance**

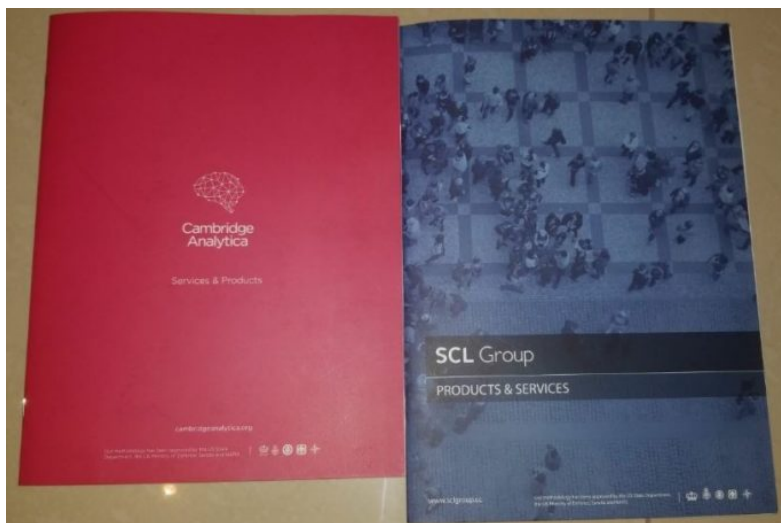


show that the SCL partner in Romania, **Impala Solutions Company SRL** 50% owned by a businessman who runs business and management consultancy, had a net turnover of € **317,773** in 2016 , a net profit of € **205,441** and a **zero employee** .

SCL Social (Romania) , the **Romanian** client registered as a foreigner at the US National Security Division / FARA Registration Unit, does not exist as a distinct legal entity in Romania, **on the territory of Romania acting only SCL Romania, based on the businessman's domicile , operating on the basis of partnership with the**

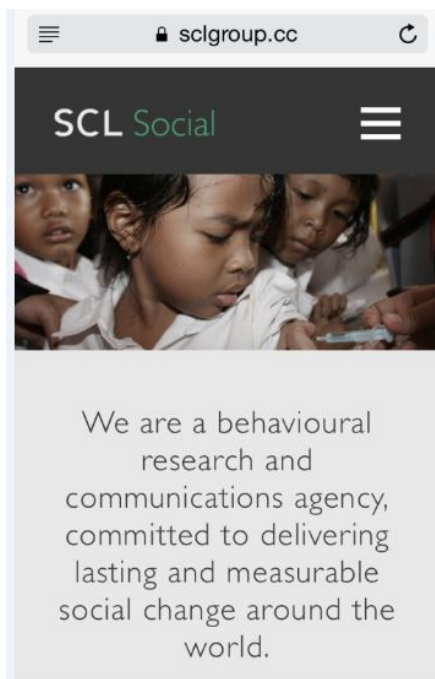
company controlled by Petre Imre - Impala Solution Company, and Strategic Communication Laboratories SRL registered in 2011 in Maramures.

SCL Social is, according to the contract with the US Department of Justice targeting Romania, the **SCL " research and communication company focusing primarily on elections and campaigns", incorporated on 19 February 2013 in London, and headed by director of the British Alexander Nix .**



The official presentations made by SCL Romania on behalf of various SCL divisions and entities show that "**SCL Social offers research strategies on behavior and communication campaigns in the social, cultural and NGO sectors around the world . " We are a behavioral research and communication agency committed to achieving lasting and measurable social change across the globe ,**" said SCL Social, the agency of the SCL Group (**photo left**).

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The distinct legal entities in London and the US - operating as agencies and divisions of the SCL Group SCL - SCL Social LTD, SCL Commercial LTD, Cambridge Analytica UK LTD, SCL Elections LTD, SCL Sovereign LTD, SCL Digital LTD, SCL USA Inc. Rubbersa LTD, Boldnote LTD, were headed by the same person, Alexander Nix, central figure of the SCL Group and CEO of Cambridge Analytica, Nix's sister and mother, Samantha Boote and Catherine Nix, also holding shares in SCL Group Limited. In fact, in the UK and the US, London's SCL - Strategic Communication Laboratories - operates in over 30 other interfaces, with different names, and is expanding globally.

- **Petre Imre, Head of SCL Romania, contradictory in explaining the contract regarding the anti-corruption fight in Romania: " I think they should ask (nm London) than me. SCL is a highly transparent company " vs " No one has to explain what the contract is "**
- **Nick Fievet, Global Head of Communications of the SCL Group in London / Cambridge Analytica about the anti-corruption fight contract in Romania: " Unfortunately, we are not in a position to comment on this issue."**

Asked why the SCL Group in London would be interested in the anti-corruption fight in Romania and would order a strategic consultancy contract in the US, SCRE President Petre Imre said: " *I do not know that. I think they should ask than me . (...) It is an extremely transparent company that has nothing to hide under what else it does. There is nothing .* " Then, the president of SCL Romania said: " *No one has to explain what it is .* "

Just three days after Petre Imre said on July 19, 2017, the SCL Group in London offered a response after SCL Group Chairman **Julian Wheatland** was asked about the client who ordered the contract, the details of the contract and the intentions of the SCL Group

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Nick Fievet <nick.fievet@sclg[REDACTED]>

Jul 19



to me

Dear Sorina,

Thank you for your message, which my colleague Julian has shared with me.

Unfortunately we are not in a position to comment on this matter (if you wish to use this please attribute to a company spokesman). However, I'd be happy to assist you with any questions you have about SCL.

Best Wishes,

Nick

Nick Fievet
Global Head of Communications

regarding the anti-corruption fight in Romania.

The answer came from **Nick Fievet, Global Head of Communications of the SCL Group (*photo left*)**, which provides communication in the international press and Cambridge Analytica: "***Thank you for the message. Unfortunately, we are not in a position to comment on this issue. Anyway, I'd be glad to answer any other questions you have about SCL .***" Following the submission of a second set of questions about SCL and issues involving Romania, Nick Fievet, Global Head of Communications of SCL Group, has not responded.

- **Contract active 5 months provides "providing research and notifications efforts under USG (United States Government) affecting anti-corruption efforts in Romania " and " strengthening alliances with other interest groups whose goals are similar to those of SCL Social "**

The still active contract that FARA claims to have a foreign principal registered in Romania - SCL Social (Romania) - (*document below*) - is the same as the one signed 10 days earlier, respectively March 17, 2017, between SCL Social and the company consultancy in Washington DC, Andreae & Associates, an active contract by which SCL wants Andreae & Associates to "provide government relations, communication and business advice to SCL Social regarding their anti-corruption efforts in Romania. Activities may include communications with members of the US Congress and their staff and / or members of the executive power on anti-corruption efforts in Romania, as well as potential SCL Social meetings. Activities may include communications with representatives of different media organizations and / or other people or organizations on behalf of SCL Social. "

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To print the document, click the "Original Document" link to open the original PDF. At this time it is not possible with annotations.

The **\$ 60,000 contract** , which may be extended with the written consent of the parties, also includes "**strategic public affairs advisory and counseling services, educating members of the US Congress and members of the US Administration on corruption issues in Romania , providing research and USG (United States Government) efforts to address anti-corruption efforts in Romania , identifying and organizing commitments to speak at local and national level on behalf of SCL Social about the state of corruption and efforts to counteract Romania, maintaining and strengthening / strengthening alliances with other interest groups whose aims are similar to those of SCL Social, working towards a balanced and neutral support of anti-corruption efforts in Romania . "**

Contradictions in statements by SCL Romania head Petre Imre on the topic of the anti-corruption fight in Romania


Following the response from the US National Security Division / FARA Aliens Registration Unit, the contradictory positions of SCL Group and SCL Romania on the anti-corruption fight contract in Romania, as well as the hesitant, confusing and just as contradictory statements made by at the head of the head of SCL Romania, are presented below the most relevant as passage information from the talks over 20 minutes with the head of SCL Romania, Petre Imre (*photo left*). He was contacted on July 16, 2017, the day before the investigation was published, to present a point of view and give more details about the contract involving SCL registered in Romania at the US Department of Justice.

" No, there is no such thing (nm contract)_(...) So everything about SCL is me, right? (...) We talked that the DNA would probably need an image reconstruction but I did not go, did not have a presentation, did not ask for meetings, I did not have anything at all

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sclgroup.cc

SCL Group



Peter L. Imre
Head of SCL Romania

Mr Peter L. Imre is Head of SCL Romania and a communications and marketing professional with over 20 years of experience in the field of political consultancy.

Peter started his career in Formula 1 with Philip Morris. He spent over 20 years with Philip Morris International in different capacities and divisions, including PMI's food division, Kraft International.

Peter spent over a decade lobbying for the tobacco and food industry at the national level, in Brussels and Washington, DC.

confusing)

Q: That's right.

Peter Imre: And **SCL would be the best for this** , but I never had any talk with anyone about this topic, or the official one . I mean, I did not go, I did not have a presentation, I did not ask for meetings, I had nothing . (*firmly*) But probably someone around me that I discussed with, and to whom I would have told my idea that the DNA should be reformatted as an image, probably someone there said that "bathing, SCL makes the DNA image." No, no ... It has nothing to do with it.

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”
—

Q: You are the president of SCL Romania from what I saw, right?

Peter Imre: Yes.

Q: Do you know of any SCL contract on the anti-corruption fight from us?

Peter Imre **not** . (*firm*)

Q: No?

Petre Imre: **No, there is no such thing. Not!** (*Firmly*) Somebody, anybody ... you shower, you shower or do not know someone has provided even distorted information, information ... **So everything about the SCL me, right?** And all that is heard in the city about SCL somehow goes back to me one way or the other. People hear, the little ones around me, and ... and ... probably someone said that I probably **I mean, I'm not probably I discussed the subject** , I would have heard that perhaps the **DNA would probably need a ... a ... a ... re-reconstruction of the image** . (*explanatory* ,

" Contract with ?! (...) What contract ? (...) Is a public contract, yes "

Q: No, no one told me, no!

1. SERVICES

Pursuant to this Agreement, Consultant shall supply Client with the following consulting services (the "Services/Deliverables"):

1. Public affairs strategic counsel and advisory services;
2. Educating members of Congress and the Administration on issues of corruption in Romania;
3. Providing research and notification on efforts in the USG that affect anti-corruption efforts in Romania;
4. Identifying and arranging speaking engagements locally and nationally for Client to discuss state of corruption and efforts to counter in Romania;
5. Maintaining and forging alliances with other interest groups whose goals are similar to the Client;
6. Working towards balanced and neutral support of anti-corruption efforts in Romania.

Peter Imre: Well, no, but you could not ask that if SCL ... (*curious*)

Q: Yes.

Peter Imre: Well, where would you ask SCL ... if someone did not tell you SCL, Imre could ... (*curious*)

Q: He has not told me, Mr. Imre, no one. I have the contract.

Peter Imre: ... (*pause*) **Contract with !**

Q: There is a contract that is public. I've written about such contracts, you can look at my blog if you do not believe me.

Peter Imre: **What contract ?** (*surprised*)

Q: There is a contract made between SCL Social, based in London, which is part of SCL, and a consulting firm in the United States, Andreae & Associates.

Peter Imre: It has nothing to do with ... I do not **know about DNA** . (*relieved and firm*)

Q: **I did not ask you if it is related to DNA . I asked you if you know of any contract related to the anti-corruption fight** . Because that's where the anti-corruption fight is written.

Peter Imre: **It is a public contract, yes** . (*firm*)

Q: Yes, because they declare under the FARA law.

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Peter Imre: Yes, yes, yes, that is a public contract. **It has nothing to do with DNA** . (*firmly, emphasizes that it is not related to DNA*)

Q: Well, that's what I ask you. Do you know about that contract? Because I saw that it was not signed by you, it's signed by those in London.

Peter Imre: I also saw you as a public site. (*confused*)

Q: **No, it does not exist in Romania on the site** .

Peter Imre: I saw where you saw it! (*ambiguous*)

"I have no business (...). I'm worried about what's happening in Romania . (...) If you ask me, yes, I've heard of that contract . "

Q: But are you not related to this contract?

Peter Imre: **I have no business. Absolutely no business. I have a job with what's going on in Romania** . (*determined*)

Q: Well, this contract is registered in Romania.

Peter Imre: Once again. I work with clients in Romania. I have two clients I can not tell because they are commercial customers ... (*resolute*)

Q: I looked at the site, I saw what you wrote there.

Peter Imre: ... They sell butter and mineral water. **So we have clients but they are not related to politics ... If you ask me, yes, I heard about that contract** . (*sure on it*)

Q: But do you know why the people in London - so the mother company - is interested in the anti-corruption fight in Romania?

"But as far as I know the deal has long expired (...) I do not think he's active. If it is active, let God give them health ! "

REGISTRATION NUMBER	REGISTRANT NAME	REGISTRATION DATE	FOREIGN PRINCIPAL NAME	FOREIGN PRINCIPAL COUNTRY/LOCATION	FOREIGN PRINCIPAL STATUS	FOREIGN PRINCIPAL REGISTRATION DATE	FOREIGN PRINCIPAL TERMINATION DATE
6371	Andrae & Associates	08/17/2016	SCL Social	ROMANIA	Active	03/27/2017	
5913	Public Strategies, Inc.	03/05/2009	SC Rosia Montana Gold Corporation SA	ROMANIA	Terminated	01/20/2010	05/10/2010
5913	Public Strategies, Inc.	03/05/2009	SC Rosia Montana Gold Corporation SA	ROMANIA	Terminated	01/20/2010	05/10/2010
4191	West Glen Communications	11/23/1988	Romanian Tourist Office	ROMANIA	Terminated	11/23/1988	11/12/1992

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Peter Imre: **I can not tell you that. I think they should ask faster than, than ... me. But as far as I know, that contract has long expired ... (confused)**

Q: **Appears actively.**

Peter Imre: **I do not think he's active ...**

Q: **Yes, Mr Imre, he is active .**

Peter Imre: **If he is active, let God give him health!** (*disappointed that there is certainty about the details of the contract, but insinuates that London is responsible*)

(...)

Q: I know and I have seen that you are the president of SCL Romania, but it is made in London, SCL Social and the contract is signed by Julian Wheatland, president of the SCL Group.

For Client:

By 

Printed JULIAN WHEATLAND

Title GROUP COO

Date 17 MARCH 2017

Peter Imre: Worldwide!

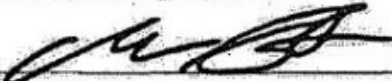
Q: Yes.

Peter Imre: **Yes, it is. But in general all contracts are signed by him. So it's not a novelty ... (resolute)**

(...)

Q: I have seen what SCL is involved with. It's public.

For Andreae & Associates:

By 

Printed Charles Andreae

Title President

Date 17 March, 2017

Peter Imre: What's involved?

Q: In Brexit, in Cruz's Donald Trump campaign.

Peter Imre: **Yes, yes, it is. But it's not SCL e Cambridge Analytica, but it's the same thing . (firm)**

Q: It's true. Cambridge Analytica is a US subsidiary.

Peter Imre: **It's the same thing. It's the same thing. There is no such thing as (firm)**

(...)

Peter Imre: **Everywhere is happening . Since November 19 we have become very popular . (proud)**

Q: But this gentleman from Andreae & Associates in Washington.

Peter Imre: Yes ...

Q: He claims to have worked with political parties in Romania, even on the company's website.

Peter Imre: It's ... I do not know how to tell you ... it's as true as we did two sex together. We both have separated with somebody and perhaps in a place where we met, but it's not about reality. He came in the early 1990s ... I apologize if I was more humorous than I should have been, but I was trying to say it was far from reality. In the 1990s he worked for a foundation for the dissemination of democracy through former socialist countries.

Q: That USAID?

Peter Imre: Some foundation or NGO and they were training democracy for the parties that formed then ... And in this context I understood that it was once or twice in Romania and held some seminars, **but if you ask why the party has worked, can not name the party** .

"There were all sorts of organizations of these American spies who came and who, in the name of democracy, were lecturing"

Q: I've been looking and writing like that ...

Peter Imre: No, no, no

Q: He wrote that he was 4 years in the US Senate Information Surveillance Commission, 5 years Chief of Cabinet to Senator Richard Lugar

Peter Imre: That's right ...

Q: After that he helped set up political parties - 2 years in Bulgaria, 2 years in Romania, 2 years in South Africa. That's what he writes on his official website.

Peter Imre: **Yes, yes, call Chip** (Charles N. Andreae, President Andreae & Associates, **right photo**) **and ask him what parties** . And I tell you he can not say ... That was, please, but you were in the kindergarten if you were all ... By '90, **there were** Peace Corps and **all sorts of American spy organizations that came and who, in the name of democracy, held lectures** . And that was their big party, but no, I did not ...

Q: In the area to implement democracy, as they did in the 1990s.

Peter Imre: Yes, yes, yes ... Center for Democracy. It was one that eventually ended ... you'd get married through Romania, somewhere in Mangalia, who was called Alen Winestein and had a Center for Democracy in Washington and brought all sorts of politicians from these young people from Eastern Europe to Washington to learn parliamentarism.

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(...)

Peter Imre: Sorina, check in at the airport and call you in 5 minutes ...

Q: No, it's fine. I mean, I'm clear.

Peter Imre: If I made you so quick I find it indecent ...

Q: Okay, Mr. Imre. Thank you very much. Goodbye.

Peter Imre: Regards, Sorina. Respectfully! Dearfully.

"Do you know what I wanted to pray ? (...) If you do not have to advertise and put my name in all I do not mind . (...) See that flying under radar for a very long time "



A few minutes after the discussion ended, the president of SCL Romania, a bit more agitated, came back with a phone call .

Peter Imre: Yes, ready. I'm on the plane. **Do you know what I wanted to ask you , Sorina?** But obviously not, no ... it 's just a thought of mine **If you do not have to advertise and put my name in all ... no ... I do not mind .** I have nothing against, nor **do you see that flying under radar for a very long time ... (insinuant)**

Q: **No, I have to say that you are the head of SCL Romania .** And I'll write what you say you do not have a job with that contract. However, the contract is very strange. And I'm telling you because I looked.

**"How long can you stay with this investigation ? (...)
You will have, for everything you can today and have,
100% more "**

Peter Imre: **How interested are you in the subject ? (firm)**

Q: Very loud, because it's a new contract. You can take all the contracts in Romania, the anti-corruption fight has never been discussed.

Peter Imre: Sorina, **how long do you have ? How long can you stay with this investigation ? (decided)**

Q: I've been working for her for 2 weeks. I think public tomorrow or the day after tomorrow.

Peter Imre: **Then you lose the opportunity to know what it is .** Because I'm just on the plane now and I'm going on holiday and returning on the 22nd. **And if you can keep it until 22, then stay with me for coffee and then do what you want .** I'll do ... **So you'll have, with everything you can have today and you, at least 100% more . (insinuant)**

Q: I have seen what activities SCL has.

Peter Imre: No, no, no ... **About this contract ... (firm)**

Q: About this contract, yes. The problem is that this contract speaks of "providing research and notifications efforts of United States Government that **affects** anti-corruption efforts in Romania" and the "maintenance and strengthening alliances with other interest groups whose goals are similar to those of SCL". So it's weird, very strange here.

**" What the contract says, I do not have to read (...) And
drink coffee with me"**

Peter Imre: Sorina, **what the contract says, I do not need to read .** I told you that if you want to get brighter about the subject, wait till the 22nd. **And drink some coffee with me . (agitated)**

Q: I can do a sequel. There is no problem.

Peter Imre: **No, no, no. No no no. If you let him go, I have no reason to go over ... I was telling you how to deal with the problem. That's why the contract, what's wrong with him, and so on. ,** but if you hurry, then let it go. (insinuant)

Q: Mr. Imre, I've been working for him for two weeks.

Peter Imre: It's your problem. Did you tell me you worked for two weeks? (nervous)

Q: But I do not have to tell you since I work. I told you to understand.

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Peter Imre: In the sense **that if you told me you were working, if you came to me a week ago, I was saying a week ago** . Now I can not say because I am not physically in Romania.

I understand. I just tell you it's an atypical contract. Take all contracts to Romania. None of them target the anti-corruption fight.

"Please do not be reluctant (...) It's a contract that does exactly what a contract does. (...) No one should explain what is "

Peter Imre: No, no, no, it depends what it means atypical. **It's a contract that does exactly what a contract does. There is a customer and there is a service provider** . (*tough tone*)

Q: Right. The problem is what this contract provides.

Peter Imre: Once again. There are 1 million contracts between ...

Q: It's true, but look at all the contracts in Romania and you will see.

Peter Imre: Sorina, **please, do not be courageous** . I do not analyze any contract on Romania because I do not know what others are doing, right? And I do not even care what others are doing. **I tend to have an understanding of what this contract is** . But no commercial contract ... **This is a contract between two companies. He has nothing with the Romanian state, he has nothing with the American Government** ... (*nervous*)

Q: That's all, between 2 companies.

Peter Imre: **As such, no one has to explain why it is** . Some people sell screws and others want square screws. And someone supplies square screws. Official. He's on the site, and so on. So if you tell me it's atypical, it's atypical about what?

Q: I tell you that I have reviewed all the contracts on the FARA law filed at the Department of Justice two years ago. You will see that there are ordinary contracts, but none, and this has overwhelmed me, in neither one explicitly writes - and here explicitly writes - about the anti-corruption fight and about some efforts ...

" Keep the subject ! (...) You are very reluctant (...) Believe me that everything you tell me ... I know ! "

Peter Imre: **It's an extremely transparent company that has nothing to hide under what it does. It's nothing** . But once again I tell you ... (*firmly*)

Q: Understand what I want to tell you, most sincerely. It's written about the anti-corruption fight.

Peter Imre: **If you're more interested in the topic, keep track of it ! That as it stood for months and weeks without being ...** If not, let go of it and ...

Mr. Imre, there was no topic. Do some unrelated accusations. I told you most sincerely that I found this contract ...

Peter Imre: What accusations have we made?

Q: Mr. Imre, this has not been the case for months or any other way. I've been working for two weeks. You want to believe, okay, no, no. No one has given me the subject, I do not do such things.

Peter Imre: **This contract is for many months ... (agitated)**

Q: It's March 17th. Appears still active

Peter Imre: From March until today there are several months.

Q: It's true. But it still appears active, that's what I'm telling you. Enter FARA and you will see that it is still active in Romania. I'll send you a catch if you do not believe.

Peter Imre: Sorina, **you are very reluctant . Believe me, whatever you say to me ... I know!** And you do not have to prove anything to me. And I do not even have to blame you for anything, okay? I was trying to tell you that if you interested in the subject I can give you more details if you stay until I come home. (*nervous*)

Q: Well, you said you had nothing to do with the contract. I want an opinion from you about this contract ...

Peter Imre: **Obviously I have no connection but I can tell you more. The fact that I have no connection does not mean I do not know about him .** E ... as you wish! They're gonna leave the plane and have to shut the phone.

Q: All right. Goodbye, Mr. Imre.

Following the publication of the second day of the first part of the investigation regarding the strategic consultancy contract between SCL and Andreae & Associates aimed at the anti-corruption fight in Romania, contacted by the press, Peter Imre, the SCL Romania president has publicly stated that he knows about the contract but has supported that he was not involved, did not want to give further details about him and said that "**everything SCL is patriotic**". (**double click statement 1** (http://revistapresei.hotnews.ro/stiri-revista_presei_politic-21906118-lupta-anticoruptie-din-romania-vizata-contract-consultanta-strategica-comandat-una-dintre-cele-mai-puternice-companii-globale-operatiuni-psihologice.htm) and **double-click statement 2** (https://www.dcnews.ro/peter-imre-raspuns-privind-lupta-anticorup-ie-din-romania-contract-sua-comanie-engleza-la-intrebarea-lui-chirieac_550589.html)). After the publication of the investigation, Petre Imre sent by mail that he is currently the son-in-law of

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the current Foreign Minister of Romania, Teodor Viorel Melescanu, former SIE director during 2012-2014 (initially it is written that he is the former son-in-law / made), "**congratulations**" and "**you are sympathetic**."

Contacted from 18 July 2017, Charles N. Andreae III (nm Chip), **chairman of Andreae & Associates, US consultancy / Washington DC, hired by the client in Romania - SCL Social (Romania)** to provide relations for the anti-corruption fight in Romania, **did not want to provide a response or other additional data so far**.

- **Once signed in February and March 2017 contracts with the Department of State on "national security" of 496,232 US dollars for "research target audience" SCL Group takes a step back following revelations international media and protests NATO and even the State Department of the US**

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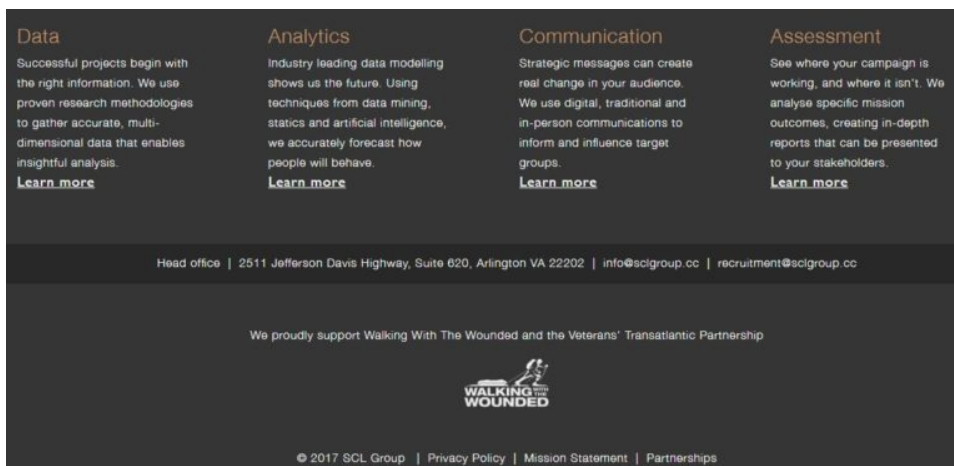
Following the revelations of the international media - UK, USA, France, Germany - about the growing and influential activity of the group, **the SCL Social, Elections, Commercial and Defense (left photo) divisions disappeared from the SCL website**

and recently on the site principal, **SCL Group has changed its address to its headquarters only as a presentation**. Thus, **the SCL Group headquarters at 55 New Oxford Street London, WC1A 1BS, is currently located on the 2511 Jefferson Davis Highway, Suite 620, Arlington VA 22202, in the US Arlington Presidential Tower / Business Center, between the Pentagon and Ronald Reagan Airport Washington**. (**bottom right photo**)

Another NBC News Journalist (**double click on NBC News (http://www.nbcnews.com/news/us-news/amp/trump-linked-data-firm-removes-state-dept-nato-logos-after-n788691)**) has led SCL Group 2 weeks ago **to remove from its main site the support it claims to have in "using its methodology" from the US State**

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Department, NATO and the Sandia National Laboratories of the US Nuclear Safety Administration. "NATO as an organization does not approve of methodologies itself," NBC News told a NATO spokesman.



Another US State Department spokesman told NBC News that the Department has asked SCL to remove logos and messages from the site because it does not have the authorization to use them, facts admitted by the SCL Group. Changes have also been made on the website of the SCL Romania office .

However, on 17 February 2017 and 15 March 2017, SCL Group Limited, headquartered in London, led by British Alexander Nix, signed two US \$ 496,232 contracts for "target audience research" with the US State Department, according to official US government data quoted by NBC News. The two contracts, according to NBC News, were not presented in competitive auctions due to " *national security concerns* ".

(Double click - first part of the investigation)
EXCLUSIVELY. ANTI-CORRUPTION FIGHT AGAINST ROMANIA, TARGETING A STRATEGIC CONSULTANT CONTRACT OF THE MOST STRONGER AND INFLUENCE OF "PSY OPS" MACHINERY AND DATA IN THE WORLD (http://sorinamatei.ro/exclusiv-lupta-anticoruptie-din-romania-tinta-unui-contract-de-consultanta-strategica-comandat-de-cea-cea-mai-puternica-si-influenta-masinarie-de-psy-ops-date-si-profiling-din-lum/)

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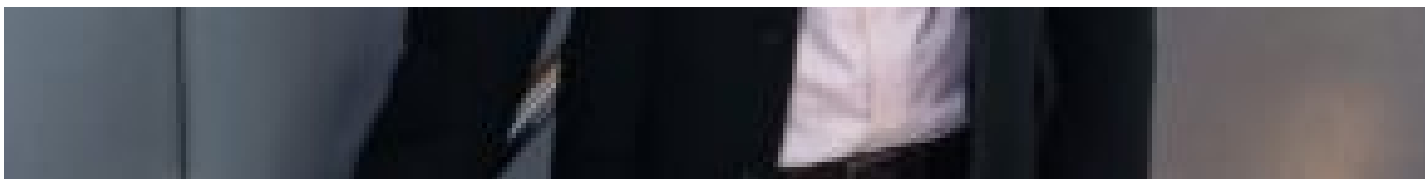
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Contact SCL Romania

SCL Romania
Str VARSOVIA nr 1-3
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UPDATE: Romanian party says no Cambridge Analytica ties



By Associated Press | Posted: Wed 9:38 AM, Mar 21, 2018 | Updated: Wed 12:51 PM, Mar 21, 2018

LONDON (AP) — 4:35 p.m.

The chairman of Romania's ruling party says his Social Democratic Party did not hire Cambridge Analytica for its successful 2016 electoral campaign. And Cambridge Analytica itself reportedly said it did not work on the campaign, despite being interested.

Liviu Dragnea told The Associated Press on Wednesday that he "categorically" did not hire Cambridge Analytica or its parent company SCL Group, a British strategic communications company.

His comment came after a British consultant, Rupert Wolfe Murray, who was based in Romania at the time, said he was contacted by Mark Turnbull, a senior official at Cambridge Analytica, in August 2016.

He said Turnbull had "offered to embed a two-person team" into the Social Democrats' campaign team. Wolfe Murray said he declined the offer because he does not work for political parties.

He says Turnbull later told him Cambridge Analytica did not work on the 2016 Romanian election.

The Social Democrats won about 46 percent of the vote and the Liberals came second with 20 percent.

Separately, investigative platform RISE project reported SCL Group set up an office in Romania in 2011, though it is not clear who they worked for.

3:15 p.m.

The co-founder of WhatsApp, which was acquired by Facebook four years ago for \$19 billion, has joined the movement to delete Facebook.

Brian Acton tweeted: "It's time. #deletefacebook."

That hashtag has been trending since reports surfaced in recent days regarding the improper use of personal information on Facebook by Cambridge Analytica, a political research firm used by the Trump campaign before the election.

Facebook CEO Mark Zuckerberg has remained silent as nearly \$50 billion in market capitalization of his company has been wiped out with investors fearing new oversight by government regulators.

1:10 p.m.

British Prime Minister Theresa May says allegations that Facebook users' data was improperly used by political campaigns are "very concerning."

May says she expects Facebook and data analytics firm Cambridge Analytica to "comply fully" with British authorities investigating how personal information was obtained and used.

May told lawmakers in the House of Commons that "people need to have confidence in how their personal data is used."

Authorities in Britain and the United States are investigating the alleged improper use of data harvested from tens of millions of Facebook users by Cambridge Analytica, which worked on U.S. President Donald Trump's 2016 campaign.

May said that "as far as I'm aware" the British government has no contracts with Cambridge Analytica or its parent company, SCL.

12:30 p.m.

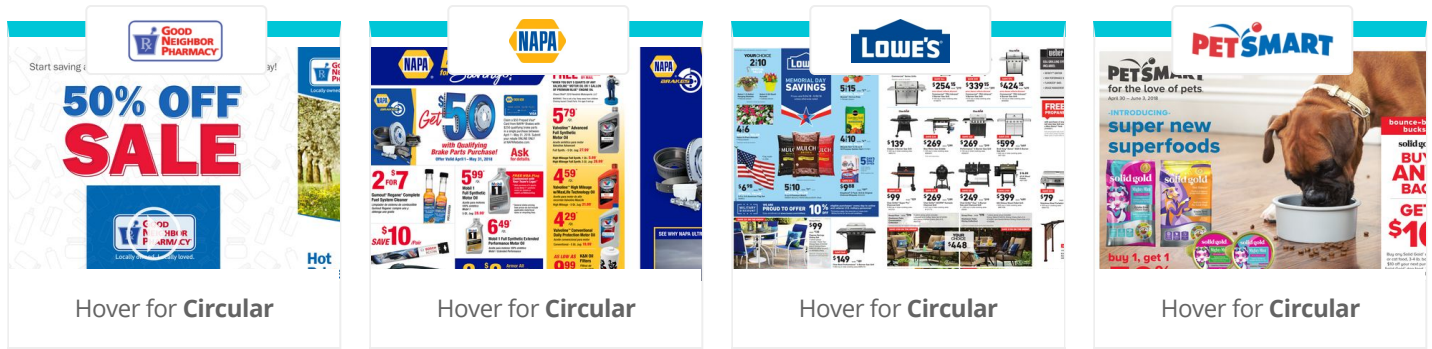
A British consultant says Cambridge Analytica approached him before Romania's 2016 parliamentary elections to work for the Social Democratic Party.

Rupert Wolfe Murray told The Associated Press on Wednesday that Mark Turnbull, a senior official at Cambridge Analytica, contacted him in August 2016.

He cited an email where Turnbull wrote: "What we have offered is to embed a two-person team into the current campaign team... to provide ongoing strategic advice and assistance across the campaign.... over the next 2-3 months."

Wolfe Murray said he declined the offer because he does not work for political parties. It was unclear whether Cambridge Analytica played a role in the Dec. 2016 elections, where the Social Democrats won about 46 percent of the vote. The Liberals came second with 20 percent.

This Week's Circulars



Separately, investigative platform RISE project reported that SCL Group, a British strategic communication company affiliated to Cambridge Analytica, set up an office in Romania in 2011.

12:20 p.m.

A sell-off in Facebook shares is heading into the third consecutive day, with almost \$50 billion in market capitalization evaporating since the start of the week.

The stock fell 1.5 percent before the opening bell Wednesday and, after falling 9 percent, it's one of the worst weeks in company history.

Governments on both sides of the Atlantic are calling for CEO Mark Zuckerberg to testify on the issue, but he has been silent since a story broke Friday about how a firm tied to the campaign of Donald Trump improperly lifted data on 50 million Facebook users.

That firm, Cambridge Analytica, suspended CEO Alexander Nix pending an investigation.

11:15 a.m.

Company filings show that Trump-affiliated data-mining firm Cambridge Analytica has a link to a Chinese security and logistics company run by Erik Prince, the former mercenary who founded private military company Blackwater.

British corporate records show that Alexander Nix, the suspended chief executive of Cambridge Analytica, is also director of a company called Emerdata Ltd. that was incorporated in August 2017.

Other Emerdata directors include people associated with Cambridge Analytica, along with Johnson Ko Chun Shun, who was appointed in January.

Ko is also deputy chairman of Hong Kong-based Frontier Services Group, whose chairman is Prince.

FSG has attracted attention because of concerns Prince plans to provide special forces veterans to assist Chinese companies investing in risky locations overseas.

China's biggest state-owned company, Citic, is a major FSG shareholder.

9:40 a.m.

The Cambridge University researcher who developed an app used by Cambridge Analytica to harvest data from millions of Facebook users claims he has been made a scapegoat.

Alexandr Kogan told BBC on Wednesday he believed all the information he provided was obtained legitimately. He said he was approached by Cambridge Analytica, which is being investigated by British and U.S. authorities for possible misuse of data.

He said: "They approached me. In terms of the usage of Facebook data they wrote the terms of service for the app, they provided the legal advice that this was all appropriate."

Kogan admitted he did not ask enough questions about the data use and did not have a lawyer review the agreement.

Cambridge Analytica has suspended its top executive as possible misuse of data is checked.



Thursday, May 31, 2018



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Former senators,cabinet members urge bipartisanship

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By JANET NESTER - SUMMER 2005 AUG 03, 2005

WASHINGTON – Twenty-two former government officials are calling for a “more respectful process” among lawmakers in formulating national security policies.

While partisanship seems to be a timeless element of U.S. democracy,former senators with international experience and diplomats are crossing party lines to encourage current members of Congress to do the same.

“We hope to address the urgent need for greater bipartisanship,” Jamie Metzl,president and co-chairman of the Partnership for a Secure America,said at a National Press Club news conference Wednesday.

Members who served in Democratic administrations include former national security advisers Zbigniew Brzezinski,of the Carter administration,and Samuel R. Berger,of the Clinton administration; and former U.N. Ambassador Richard Holbrooke,also a Clinton appointee.

Republican officials include John C. Whitehead,a Reagan administration deputy secretary of state; William Weld,the former Massachusetts governor; and former Senate Minority Leader Howard Baker of Tennessee and his wife,former Sen. Nancy Kassebaum Baker of Kansas.

The group formed from a desire to promote more open discussion,not because of any specific issue or stance of the current administration,said Charles N. Andreae,the group's co-chairman and a former chief of staff for Sen. Richard Lugar,R-Ind.

Americans are sick of politics,and the group,which is “militantly bipartisan,” hopes to stop the public's alienation with government,Metzl said. Increasing bipartisanship could combat lower voting rates,he added.

Bipartisanship has a 100 percent approval rating among Americans,said Lee Hamilton,vice chairman of the 9/11 Commission and a former Democratic congressman from Indiana.

The group hopes that members of Congress see the advantages of bipartisanship as well. U.S. foreign policy is more effective when policy makers are unified,said Metzl,who served on the National Security Council in the Clinton administration.

The group will issue monthly statements about how it thinks government officials and policy makers should act when creating and crafting national security policies.

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INTERN BLOG



Finishing a marathon - and then what?
March 24

WASHINGTON - I ran my first marathon, Rock & Roll DC, almost two weeks ago. A lot of the race wa [...]



An election year like some others, or not
February 18

It's an election year. I can tell by how many of my Facebook friends have suddenly become political [...]

“I don't think there is anything more important than this,” said former Sen. Warren B. Rudman,R-N.H. “I have seen deterioration in ability to work across the aisle.”

While the group acknowledges that public officials will not agree on all issues,there is a “huge partisan divide” right now that needs to be resolved,Rudman said.

“What are the probabilities of success? I don't know,” Rudman added. “I do know it is worth trying.”

The group is funded by the Century Foundation,a non-profit group that conducts public policy research.

For a complete list of members or to sign the group's petition,go to <http://www.PSAonline.org>



About Janet Nester - Summer 2005

Through my various experiences in the United States and abroad,my interest in world events and politics has peaked,and my ambitions to become a journalist have strengthened with every new opportunity.

I love the rush of reporting,getting information before anyone else does. But most of all,I take pride in being a member of the Fourth Estate,the ever-important role of being the government watchdog and informing the public of the events going on around them and their relevance.

This fall,I will be going into my fourth year at Ohio University's E.W. Scripps School of Journalism. I have worked at The Post,an independent,student-run newspaper serving Athens and surrounding communities,where I was a reporter for the city staff covering city hall and the crime and courts beat for two years and was a general assignment editor for one year.

During my two years reporting for The Post,I covered a homicide,which regrettably remains unsolved,as well as the passage of a nuisance party ordinance by Athens City Council,which,in a small college town like Athens,caused an uproar. Though my reporting and editing experiences at The Post have taught me a lot about journalism,I hope to hone my reporting skills through the Scripps Howard Foundation Semester in Washington Program.

It is very exciting to be living in Washington for the summer and truly a privilege to be reporting in the nation's capital.

Ideally,I would like to be a foreign correspondent,but I am also interested in domestic reporting,where,ideally,I would be working for a large metro paper somewhere west of the Rocky Mountains. Foreign reporting is increasingly important as our world is rapidly becoming more globalized,which makes the role of foreign correspondents so crucial.

Traveling has become a passion of mine,as I have traveled from my home town of Cincinnati to several states in the western United States and to Australia. I am planning a trip



The Scripps Howard Foundation's **Semester in Washington program** is an internship program for [college journalism students](#) who write for the Scripps Howard Foundation Wire.



Luis Gonzalez



Erica Y. King



Karina Meier



Erick Payne



Tia Rinehart



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One **multimedia fellow** spends the year working with, and teaching the Semester in Washington interns. The fellow reports, writes and manages the SHFWire website.



Heather Khalifa

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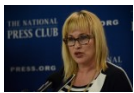
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U.S. Department of Justice
Washington, DC 20530

Supplemental Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

For Six Month Period Ending 2/17/17
(Insert date)

I - REGISTRANT

1. (a) Name of Registrant (b) Registration No.

Andreae & Associates

6371

(c) Business Address(es) of Registrant

601 13th St, NW
Suite 290N
Washington, DC 20005

2. Has there been a change in the information previously furnished in connection with the following?

(a) If an individual:

- (1) Residence address(es) Yes No
- (2) Citizenship Yes No
- (3) Occupation Yes No

(b) If an organization:

- (1) Name Yes No
- (2) Ownership or control Yes No
- (3) Branch offices Yes No

(c) Explain fully all changes, if any, indicated in Items (a) and (b) above.

IF THE REGISTRANT IS AN INDIVIDUAL, OMIT RESPONSE TO ITEMS 3, 4, AND 5(a).

3. If you have previously filed Exhibit C¹, state whether any changes therein have occurred during this 6 month reporting period.

Yes No

If yes, have you filed an amendment to the Exhibit C? Yes No

If no, please attach the required amendment.

¹ The Exhibit C, for which no printed form is provided, consists of a true copy of the charter, articles of incorporation, association, and by laws of a registrant that is an organization. (A waiver of the requirement to file an Exhibit C may be obtained for good cause upon written application to the Assistant Attorney General, National Security Division, U.S. Department of Justice, Washington, DC 20530.)

4. (a) Have any persons ceased acting as partners, officers, directors or similar officials of the registrant during this 6 month reporting period?

Yes No

If yes, furnish the following information:

Name	Position	Date Connection Ended
------	----------	-----------------------

(b) Have any persons become partners, officers, directors or similar officials during this 6 month reporting period?

Yes No

If yes, furnish the following information:

Name	Residence Address	Citizenship	Position	Date Assumed
------	-------------------	-------------	----------	--------------

5. (a) Has any person named in Item 4(b) rendered services directly in furtherance of the interests of any foreign principal?

Yes No

If yes, identify each such person and describe the service rendered.

(b) During this six month reporting period, has the registrant hired as employees or in any other capacity, any persons who rendered or will render services to the registrant directly in furtherance of the interests of any foreign principal(s) in other than a clerical or secretarial, or in a related or similar capacity? Yes No

Name	Residence Address	Citizenship	Position	Date Assumed
------	-------------------	-------------	----------	--------------

(c) Have any employees or individuals, who have filed a short form registration statement, terminated their employment or connection with the registrant during this 6 month reporting period? Yes No

If yes, furnish the following information:

Name	Position or Connection	Date Terminated
------	------------------------	-----------------

(d) Have any employees or individuals, who have filed a short form registration statement, terminated their connection with any foreign principal during this 6 month reporting period? Yes No

If yes, furnish the following information:

Name	Position or Connection	Foreign Principal	Date Terminated
------	------------------------	-------------------	-----------------

6. Have short form registration statements been filed by all of the persons named in Items 5(a) and 5(b) of the supplemental statement?

Yes No

If no, list names of persons who have not filed the required statement.

II - FOREIGN PRINCIPAL

7. Has your connection with any foreign principal ended during this 6 month reporting period? Yes No

If yes, furnish the following information:

Foreign Principal

Date of Termination

8. Have you acquired any new foreign principal(s)² during this 6 month reporting period? Yes No

If yes, furnish the following information:

Name and Address of Foreign Principal(s)

Date Acquired

9. In addition to those named in Items 7 and 8, if any, list foreign principal(s)² whom you continued to represent during the 6 month reporting period.

Ocean Advisory and Consulting, WLL

10. (a) Have you filed exhibits for the newly acquired foreign principal(s), if any, listed in Item 8?

Exhibit A³ Yes No

Exhibit B⁴ Yes No

If no, please attach the required exhibit.

(b) Have there been any changes in the Exhibits A and B previously filed for any foreign principal whom you represented during this six month period? Yes No

If yes, have you filed an amendment to these exhibits? Yes No

If no, please attach the required amendment.

² The term "foreign principal" includes, in addition to those defined in Section 1(b) of the Act, an individual organization any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign government, foreign political party, foreign organization or foreign individual. (See Rule 100(a) (9)). A registrant who represents more than one foreign principal is required to list in the statements he files under the Act only those principals for whom he is not entitled to claim exemption under Section 3 of the Act. (See Rule 208.)

³ The Exhibit A, which is filed on Form NSD-3, sets forth the information required to be disclosed concerning each foreign principal.

⁴ The Exhibit B, which is filed on Form NSD-4, sets forth the information concerning the agreement or understanding between the registrant and the foreign principal.

III - ACTIVITIES

11. During this 6 month reporting period, have you engaged in any activities for or rendered any services to any foreign principal named in Items 7, 8, or 9 of this statement? Yes No

If yes, identify each foreign principal and describe in full detail your activities and services:

Registrant counseled the foreign principal on US foreign and economic policy.

12. During this 6 month reporting period, have you on behalf of any foreign principal engaged in political activity⁵ as defined below? Yes No

If yes, identify each such foreign principal and describe in full detail all such political activity, indicating, among other things, the relations, interests and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored or delivered speeches, lectures or radio and TV broadcasts, give details as to dates, places of delivery, names of speakers and subject matter.

Date: 2/2/17 Person: Fred Hof Office: Atlantic Council Means: meeting Subject: US-Qatar econ relations

13. In addition to the above described activities, if any, have you engaged in activity on your own behalf which benefits your foreign principal(s)? Yes No

If yes, describe fully.

⁵ "Political activity," as defined in Section 1(o) of the Act, means any activity that the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting or changing the domestic or foreign policies of the United States or with reference to political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

IV - FINANCIAL INFORMATION

14. (a) RECEIPTS-MONIES

During this 6 month reporting period, have you received from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal, any contributions, income or money either as compensation or otherwise? Yes No

If no, explain why.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies.⁶

Date	From Whom	Purpose	Amount
10/21/16	Ocean Advisory	Retainer	\$5,000.00
10/31/16	Ocean Advisory	Retainer	\$44,970.00
12/7/16	Ocean Advisory	Retainer	\$49,970.50
1/11/17	Ocean Advisory	Retainer	\$49,970.00
2/10/17	Ocean Advisory	Retainer	\$49,970.00
			<u>\$199,880.50</u>
			Total

(b) RECEIPTS - FUNDRAISING CAMPAIGN

During this 6 month reporting period, have you received, as part of a fundraising campaign⁷, any money on behalf of any foreign principal named in Items 7, 8, or 9 of this statement? Yes No

If yes, have you filed an Exhibit D⁸ to your registration? Yes No

If yes, indicate the date the Exhibit D was filed. Date _____

(c) RECEIPTS-THINGS OF VALUE

During this 6 month reporting period, have you received any thing of value⁹ other than money from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal?

Yes No

If yes, furnish the following information:

Foreign Principal	Date Received	Thing of Value	Purpose
-------------------	---------------	----------------	---------

6, 7 A registrant is required to file an Exhibit D if he collects or receives contributions, loans, moneys, or other things of value for a foreign principal, as part of a fundraising campaign. (See Rule 201(e)).
 8 An Exhibit D, for which no printed form is provided, sets forth an account of money collected or received as a result of a fundraising campaign and transmitted for a foreign principal.
 9 Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

15. (a) **DISBURSEMENTS-MONIES**

During this 6 month reporting period, have you

(1) disbursed or expended monies in connection with activity on behalf of any foreign principal named in Items 7, 8, or 9 of this statement? Yes No

(2) transmitted monies to any such foreign principal? Yes No

If no, explain in full detail why there were no disbursements made on behalf of any foreign principal.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies, including monies transmitted, if any, to each foreign principal.

Date	To Whom	Purpose	Amount
11/2/16	Podesta Group	Fee	\$20,600.00
1/12/17	Podesta Group	Fee	\$20,600.00
2/15/17	Podesta Group	Fee	\$20,600.00

\$61,800

Total

(b) DISBURSEMENTS-THINGS OF VALUE

During this 6 month reporting period, have you disposed of anything of value¹⁰ other than money in furtherance of or in connection with activities on behalf of any foreign principal named in Items 7, 8, or 9 of this statement?

Yes No

If yes, furnish the following information:

Date	Recipient	Foreign Principal	Thing of Value	Purpose
------	-----------	-------------------	----------------	---------

(c) DISBURSEMENTS-POLITICAL CONTRIBUTIONS

During this 6 month reporting period, have you from your own funds and on your own behalf either directly or through any other person, made any contributions of money or other things of value¹¹ in connection with an election to any political office, or in connection with any primary election, convention, or caucus held to select candidates for political office?

Yes No

If yes, furnish the following information:

Date	Amount or Thing of Value	Political Organization or Candidate	Location of Event
------	--------------------------	-------------------------------------	-------------------

^{10, 11} Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

V - INFORMATIONAL MATERIALS

16. (a) During this 6 month reporting period, did you prepare, disseminate or cause to be disseminated any informational materials?¹²

Yes No

If Yes, go to Item 17.

(b) If you answered No to Item 16(a), do you disseminate any material in connection with your registration?

Yes No

If Yes, please forward the materials disseminated during the six month period to the Registration Unit for review.

17. Identify each such foreign principal.

18. During this 6 month reporting period, has any foreign principal established a budget or allocated a specified sum of money to finance your activities in preparing or disseminating informational materials? Yes No

If yes, identify each such foreign principal, specify amount, and indicate for what period of time.

19. During this 6 month reporting period, did your activities in preparing, disseminating or causing the dissemination of informational materials include the use of any of the following:

- Radio or TV broadcasts
- Magazine or newspaper
- Motion picture films
- Letters or telegrams
- Advertising campaigns
- Press releases
- Pamphlets or other publications
- Lectures or speeches
- Other (specify) _____

Electronic Communications

- Email
- Website URL(s): _____
- Social media websites URL(s): _____
- Other (specify) _____

20. During this 6 month reporting period, did you disseminate or cause to be disseminated informational materials among any of the following groups:

- Public officials
- Newspapers
- Libraries
- Legislators
- Editors
- Educational institutions
- Government agencies
- Civic groups or associations
- Nationality groups
- Other (specify) _____

21. What language was used in the informational materials:

- English
- Other (specify) _____

22. Did you file with the Registration Unit, U.S. Department of Justice a copy of each item of such informational materials disseminated or caused to be disseminated during this 6 month reporting period? Yes No

23. Did you label each item of such informational materials with the statement required by Section 4(b) of the Act? Yes No

¹² The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an agent of a foreign principal as part of an activity in itself exempt from registration, or an activity which by itself would not require registration, need not be filed pursuant to Section 4(b) of the Act.

VI - EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

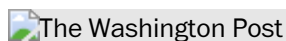
(Print or type name under each signature or provide electronic signature¹³)

2/15/17



Charles Andreae

¹³ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.



Largent Tries His Hand at Lobbying

By Judy Sarasohn May 1, 2003

Former House member and Seattle Seahawks receiver Steve Largent (R-Okla.) is dipping his toes into the lobby biz.

Largent recently became affiliated with the law and lobby firm Wiley Rein & Fielding as a consultant, working with its government affairs practice. He has already done work for Wiley Rein client Motorola and other telecommunications companies.

"I wanted to test the water. I wasn't sure I would be good at this or enjoy it," Largent said in an interview yesterday.

But he said he is excited about working with Wiley Rein, known particularly for its telecommunications work and GOP connections, as well as with law partner Jim Slattery, his former House colleague, a Democrat from Kansas.

Washingtonian magazine wrote recently that after losing his bid last year for Oklahoma governor, Largent got job offers from the Bush administration but that he "had no desire to come back to Washington. . . . He has become one of the few former pols making good on his pledge not to return here."

Largent said yesterday he was referring to a disinterest in elective office. Although he will be working with the folks at Wiley Rein and their clients on Washington matters, he said, "Our family roots are in Tulsa. My office is in Tulsa."



"Steve's impressive work as a respected congressman on the House Energy and Commerce Committee and the telecommunications subcommittee is highly valued," managing partner Richard E. Wiley said in a statement. "His congressional experience will make him a great asset to our clients."

Tax Lobbyists Join Forces

Major upheaval in the world of tax lobbyists.

Big-time tax lobbyist Robert Leonard, former chief counsel of the House Ways and Means Committee when it was under Democratic control, this week joined up with a former Republican colleague, big-time tax lobbyist Kenneth Kies, at Clark/Bardes's Federal Policy Group.

Following Leonard from Capitol Tax Partners, the lobby shop he co-founded, to Kies's team are Jayne T. Fitzgerald, a former tax counsel on Ways and Means, and Scott D. Parven, a former vice president for federal affairs at AOL Time Warner and Aetna Inc. Also coming along are such clients as Aetna and Anheuser-Busch Co.

Kies, who served stints as chief Republican tax counsel for Ways and Means and chief of staff of the Joint Congressional Committee on Taxation, as well as managing partner of the Washington National Tax Service of PricewaterhouseCoopers, said Leonard makes "a great fit" with the Federal Policy Group.



"He has great institutional knowledge of how the tax-writing process works," Kies said, adding that they have talked about working together on and off for 15 years.

Leonard said Kies had talked to Capitol Tax Partners "as a firm" about joining his team. "I am hopeful things can work out so the rest of the firm can come over," Leonard said.

Lindsey Hooper said he and the other two founding partners, Jonathan Talisman and Joe Mikrut, are having "conversations" with Clark/Bardes about also joining. "The client list remains strong," Hooper said, including such companies as General Electric, Apple and the Motion Picture Association of America.

Ireland to Lead YWCA

Patricia Ireland, the former head of the National Organization for Women and now a Washington lobbyist, will be the new chief executive of the YWCA of the U.S.A.

Intent on increasing its advocacy role for the empowerment of women and racial justice, the group is moving its headquarters from New York to Washington. Ireland said she is going to help build up the group's grass-roots and lobbying capabilities.

CONTENT FROM AIG

The best-kept secret among millennial job seekers

Why an unexpected industry is becoming more and more attractive to young people.

The local associations "provide great services, but they need to be supported by advocacy," Ireland said.

Ireland has been a lobbyist, focusing on appropriations, since 2002 when she joined Katz, Kutter, Haigler, Alderman, Bryant & Yon.

OMB Official Joins General Electric

Office of Management and Budget deputy director Nancy P. Dorn has been named vice president of corporate government relations for the General Electric Co. Dorn had been Vice President Cheney's assistant for legislative affairs and before that a senior policy adviser to House Speaker J. Dennis Hastert (R-Ill.).

Kissinger Aide Joins Cohen Group

Christine Vick, a longtime Henry Kissinger associate at the State Department and at Kissinger Associates, has joined the Cohen Group, the consulting company founded by former defense secretary William S. Cohen.

Vick's international government relations shop Andreae, Vick & Associates is merging with the Cohen Group. Her partner Charles N. Andreae III decided to stay on his own because of family responsibilities.

Coming with Vick to the Cohen Group are Cameron Turley and Taite Bergin.

Bethlehem Steel Closes D.C. Office

After 92 years, Bethlehem Steel's federal government affairs office here closed yesterday, a result of the pending sale of the company to the International Steel Group.

Maurice "Moe" Carino Jr., Bethlehem's vice president for federal government affairs, will represent ISG. Legislative assistant Debby Turner is considering her opportunities, Carino said.

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Why an unexpected industry is becoming more and more attractive to young people.

 0 Comments

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Taite Bergin Pauley • 3rd

Director of Marketing and Communications at Renegade Racing
 Orange County, California Area

-  Renegade Racing
-  George Mason University
-  See contact info
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Experience




Director of Marketing and Communications

 Renegade Racing
 Jan 2011 – Present • 7 yrs 5 mos
 Lake Forest, CA




Director of Communications

 Renegade Racing
 2010 – Present • 8 yrs
 Irvine, CA

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2008 – Present • 10 yrs



Board of Directors
 Irvine Children's Fund
 2010 – Nov 2012 • 2 yrs
 Irvine, CA



Executive Board of Directors, Vice Chair Programs and Special Events
 Irvine Chamber of Commerce
 2009 – Jul 2012 • 3 yrs
 Irvine, CA



Event Director
 OC Walk to Remember
 2009 – 2012 • 3 yrs



Conference Director
 The Leaders Project
 2007 – 2008 • 1 yr



Senior Associate
 The Cohen Group
 2003 – 2007 • 4 yrs



Senior Associate
 The Cohen Group
 2003 – 2007 • 4 yrs



Office Manager/Research Assistant
 Andraea Vick & Associates
 2002 – 2003 • 1 yr



Director of Marketing, PTAP and Associate Director of Marketing Mason Enterprise Center
 George Mason University
 2000 – 2002 • 2 yrs



Intern
 U.S. Department of Commerce
 2001 – 2001 • less than a year



Trade Show Coordinator
 National Air Transportation Association
 1999 – 2000 • 1 yr



Office Assistant - Academic Affairs
 Marshall University
 1995 – 1999 • 4 yrs

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8 Messaging  


George Mason University
 Master of Arts, International Commerce and Policy
 1999 – 2001


Marshall University
 Bachelor of Arts, Languages - Spanish and Japanese
 1995 – 1999


Kansai Gaidai University
 Japanese and International Trade
 1998 – 1998


Universidad Nebrija
 Spanish
 1998 – 1998


St. Joseph Central Catholic
 1988 – 1993

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Skills & Endorsements

Event Management · 92

Endorsed by 5 of Taite's colleagues at Greater Irvine Chamber of Commerce

Event Planning · 90

Endorsed by 6 of Taite's colleagues at Greater Irvine Chamber of Commerce

Public Relations · 51


 Endorsed by Evren Tanriverdi, who is highly skilled at this


 Endorsed by 3 of Taite's colleagues at The Cohen Group

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Recommendations

Received (11) Given (9)


Joe Velasco Jr
 VP of Operations/RMO at Pacific Traffic Control, Inc.
 July 31, 2012, Joe worked with Taite but at different companies

Over the last couple of years, I have had the privilege to work with Taite on several special events such as the OC Walk to Remember and Renegade Racings Laguna Hills Half Marathon.

What I have discovered is that Taite is truly the epitome of perfection when it comes to planning and public relations. Anyone can remember to do the obvious; however, Taite remembers to take care of the most minute details which consistently allows for great success for the projects she oversees.

This attention to detail takes place both on a professional and

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of the project she is focused on or the person with whom she is in contact.

Taite has not only become a business ally, but also I consider her a wonderful friend.



Laddie Dwyer
 President/COO at A Unique Entertainment, Inc.
 April 15, 2010, Laddie worked with Taite but at different companies

Taite made working the event that we handled together a real pleasure. Even tho her clients were very high profile and from many different countries, Taite handled them and our organization with exceptional skill and courtesey. She made it very easy for all concerned.

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<http://www.cohengroup.net>

Who We Are



Cameron Turley

VICE PRESIDENT

cturley@cohengroup.net (mailto:cturley@cohengroup.net)

Mr. Turley regularly advises multinational companies on achieving their commercial goals in China and other emerging markets. He specializes in global government relations and business development strategies for large and medium-sized companies seeking to enter or expand operations in these markets. His experience has covered a range of industries including: pharmaceutical, biotechnology, healthcare, agriculture, travel/tourism, consumer products and transportation.

Having lived in Asia in the mid-1990s and traveled to China frequently, Mr. Turley has a unique familiarity with the nuances of Chinese culture, a proficiency in Mandarin, and an in-depth understanding of the U.S.-China bilateral relationship and China's growing international role.

In 2003, Mr. Turley joined The Cohen Group as an associate and was promoted multiple times to his current position as vice president in 2011. In addition to his client service activities, he leads the firm's China practice group. He also assisted with the establishment of two representative offices in China – Beijing (2006) and Tianjin (2007) – and assists with management of ongoing operations in both locations.

Mr. Turley began his consulting career at the international government relations firm Andreae, Vick and Associates in 2000, which was preceded by service at the Chinese School of Language Studies at the U.S. State Department's diplomatic training center in 1999.

In 2000, Mr. Turley graduated summa cum laude and valedictorian of Brigham Young University's David M. Kennedy Center for International Studies, where he majored in international law and diplomacy and Asian studies. He is a member of the National Committee on United States-China Relations.

[中文 \(/china-business-team/cameron-turley-chinese\)](#)

[PARTNERS \(/who-we-are/partners\)](#)

[TEAM](#)



[William Cohen \(/our-people/william-cohen\)](#)

[Marc Grossman \(/our-people/marc-grossman\)](#)

[Joseph Ralston \(/our-people/joseph-w-ralston\)](#)

[Nicholas Burns \(/our-people/nicholas-burns\)](#)

[Jeffrey Davidow \(/our-people/jeffrey-davidow\)](#)

Paul Kern (/our-people/paul-j-kern)
James Loy (/our-people/james-loy)
Harry Raduege, Jr. (/our-people/harry-raduege-jr)
George Robertson (/our-people/george-robertson)
Arun Singh (/our-people/arun-singh)
Joseph Yakovac (/our-people/joseph-yakovac)
William Zarit (/our-people/william-zarit)
James Bodner (/our-people/james-bodner)
Megan Ortiz (/our-people/megan-ortiz)
Robert Tyrer (/our-people/robert-tyrer)
Qian Bai (/our-people/qian-bai)
Joseph Benkert (/our-people/joseph-benkert)
Zeina Boustani (/our-people/zeina-boustani)
Karen Brewer (/our-people/karen-m-brewer)
Mark Brunner (/our-people/mark-brunner)
Joseph Costa (/our-people/joseph-costa)
Jing Deng (/our-people/jing-deng)
Ellen Embrey (/our-people/ellen-embrey)
Kate Fernandez (/our-people/kate-fernandez)
Paul Gebhard (/our-people/paul-gebhard)
Juan Gonzalez (/our-people/juan-gonzalez)
Alyssa Haslett (/our-people/alyssa-haslett)
Ingrid Henick (/our-people/ingrid-henick)
Isabelle Howes (/our-people/isabelle-howes)
Hannah Hudson (/our-people/hannah-hudson)
Cecilia Jackson (/our-people/cecilia-jackson)
Melanie Kaplan (/our-people/melanie-kaplan)
Brian Knapp (/our-people/brian-knapp)
Kate Lee (/our-people/kate-lee)
Sam Leon (/our-people/sam-leon)
Yilei Li (/our-people/yilei-li)
Terrill McCombs (/our-people/terrill-mccombs)
Alison McGuigan (/our-people/alison-mcguigan)
Henry Murry (/our-people/henry-murry)
Allison Nour (/our-people/allison-nour)
Porter O'Neill (/our-people/porter-oneill)

[Suparna Pandhi \(/our-people/suparna-pandhi\)](/our-people/suparna-pandhi)
[H.K. Park \(/our-people/h-k-park\)](/our-people/h-k-park)
[Neal Price \(/our-people/neal-price\)](/our-people/neal-price)
[Dave Rank \(/our-people/dave-rank\)](/our-people/dave-rank)
[Justin Reynolds \(/our-people/justin-reynolds\)](/our-people/justin-reynolds)
[Sonam Sahni \(/our-people/sonam-sahni\)](/our-people/sonam-sahni)
[Rohit Sarin \(/our-people/rohit-sarin\)](/our-people/rohit-sarin)
[Danny Sebright \(/our-people/danny-sebright\)](/our-people/danny-sebright)
[Siobhan Sheils \(/our-people/siobhan-sheils\)](/our-people/siobhan-sheils)
[Heather Smith \(/our-people/heather-smith\)](/our-people/heather-smith)
[Charlotte Sowers \(/our-people/charlotte-sowers\)](/our-people/charlotte-sowers)
[Shelby Stone \(/our-people/shelby-stone\)](/our-people/shelby-stone)
[Cameron Turley \(/our-people/cameron-turley\)](/our-people/cameron-turley)
[Yinghua Wang \(/our-people/yinghua-wang\)](/our-people/yinghua-wang)
[Tom West \(/our-people/tom-west\)](/our-people/tom-west)
[Xiaorong Wu \(/our-people/xiaorong-wu\)](/our-people/xiaorong-wu)
[Michael Zorger \(/our-people/michael-zorger\)](/our-people/michael-zorger)

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202-863-7800

[Site Map \(/site-map\)](/site-map) | Site design by [Crabtree + Company \(http://crabtreecompany.com\)](http://crabtreecompany.com)

U.S. Department of Justice

Washington, DC 20530

Short Form Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Each partner, officer, director, associate, employee, and agent of a registrant is required to file a short form registration statement unless he engages in no activities in furtherance of the interests of the registrant's foreign principal or unless the services he renders to the registrant are in a secretarial, clerical, or in a related or similar capacity. Compliance is accomplished by filing an electronic short form registration statement at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .429 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name Katharine Braha	2. Registration No. 6371
3. Residence Address(es) 8190 Strawberry Lane, Apt 121 Falls Church, VA 22042	4. Business Address(es) 601 13th St, NW, Suite 290N Washington, DC 20005
5. Year of Birth 1955 Nationality US Present Citizenship US	6. If present citizenship was not acquired by birth, indicate when, and how acquired.
7. Occupation Vice President	

8. What is the name and address of the primary registrant?
Name **Andrae & Associates** Address **601 13th St, NW Suite 290N
Washington, DC 20005**

9. Indicate your connection with the primary registrant:

- partner director employee consultant
 officer associate agent subcontractor
 other (specify) _____

10. List every foreign principal to whom you will render services in support of the primary registrant.

SCL Social, For Iraq United

11. Describe separately and in detail all services which you will render to the foreign principal(s) listed in Item 10 either directly, or through the primary registrant listed in Item 8, and the date(s) of such services. (If space is insufficient, a full insert page must be used.)

SCL Social: Registrant will advise and represent SCL Social on government relations and public affairs matters before Congress, the media, and the Executive Branch.

For Iraq United: Registrant will advise and provide government relations services for For Iraq United before Congress, the media and the Executive Branch.

12. Do any of the above described services include political activity as defined in Section 1(o) of the Act and in the footnote below?

Yes No

If yes, describe separately and in detail such political activity.

SCL Social: Registrant will contact, as appropriate, US Administration officials, members of Congress and Congressional Staff, media representatives, and academics to advance the principal's political agenda. For Iraq United: Registrant will contact, as appropriate, members of Congress and their staffs, media, think-tank experts, academics, and US Administration officials to advance the principal's political agenda.

13. The services described in Items 11 and 12 are to be rendered on a

full time basis part time basis special basis

14. What compensation or thing of value have you received to date or will you receive for the above services?

Salary: Amount \$ _____ per _____ Commission at _____ % of _____
 Salary: Not based solely on services rendered to the foreign principal(s).
 Fee: Amount \$ _____ Other thing of value _____

15. During the period beginning 60 days prior to the date of your obligation to register to the time of filing this statement, did you make any contributions of money or other things of value from your own funds or possessions and on your own behalf in connection with any election to political office or in connection with any primary election, convention, or caucus held to select candidates for any political office? Yes No

If yes, furnish the following information:

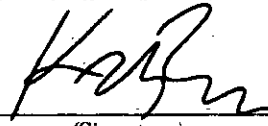
Date Amount or Thing of Value Political Organization or Candidate Location of Event

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

February 9, 2018

(Date of signature)



(Signature)

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Andreae & Associates 601 13th St, NW Suite 290N Washington, DC 20005		2. Registration No. 6371						
3. Name of Foreign Principal SCL Social	4. Principal Address of Foreign Principal 55 New Oxford Street London, WC1A 1BS United Kingdom							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input checked="" type="checkbox"/> Other (specify) <u>Limited Company</u></td> </tr> </table> <input type="checkbox"/> Individual-State nationality			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify) <u>Limited Company</u>
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify) <u>Limited Company</u>							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant N/A								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address N/A								
b) Name and title of official with whom registrant deals								
c) Principal aim								

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

SCL Social is a research and communications firm focused primarily on elections and campaigns.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

SCL Social is owned by SCL Group, which is supervised by a board of US and UK citizens. SCL Social is managed day-to-day by senior executives who are private citizens.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
03/27/2017	Charles Andreae, President	

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Andreae & Associates	2. Registration No. 6371
3. Name of Foreign Principal SCL Social	

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide government relations, communications counsel, and public affairs services for SCL Social relating to their anti-corruption efforts in Romania.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide government relations, communications counsel, and public affairs services for SCL Social relating to their anti-corruption efforts in Romania.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant's activities may include communications with members of Congress and their staffs, and/or members of the Executive Branch relating to anti-corruption efforts in Romania, as well as supporting potential meetings by the foreign principal. The activities may include communications with representatives of various media organizations and/or other individuals or organizations on behalf of the foreign principal.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
03/27/17	Charles Andreae, President	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING SERVICES AGREEMENT

This Consulting Agreement ("Agreement"), effective as of March 17, 2017 ("the Effective Date"), is entered into by and between **SCL Social** ("Client"), and **ANDREAE & ASSOCIATES, INC** ("Consultant"), in reliance upon the following facts and with certain defined terms defined herein. The terms "party" or "parties" may be used interchangeably herein as context requires.

WHEREAS, SCL Social is a communications agency.

WHEREAS, Consultant provides certain consulting services in the field of corporate and public affairs.

WHEREAS, Consultant desires to provide, and Client desires to have Consultant provide, certain consulting services more particularly described herein.

NOW, THEREFORE, in consideration of the terms and provisions set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties mutually agree to the following:

1. SERVICES

Pursuant to this Agreement, Consultant shall supply Client with the following consulting services (the "Services/Deliverables"):

1. Public affairs strategic counsel and advisory services;
2. Educating members of Congress and the Administration on issues of corruption in Romania;
3. Providing research and notification on efforts in the USG that affect anti-corruption efforts in Romania;
4. Identifying and arranging speaking engagements locally and nationally for Client to discuss state of corruption and efforts to counter in Romania;
5. Maintaining and forging alliances with other interest groups whose goals are similar to the Client;
6. Working towards balanced and neutral support of anti-corruption efforts in Romania.

In performing the Services under this Agreement, Consultant warrants it shall perform the Services and produce and deliver the Deliverables in accordance with generally accepted industry standards for the performance of similar services and production and delivery of similar deliverables. Notwithstanding that this Appendix is incorporated herein by reference, in the event of any conflict between the terms, conditions, and obligations of this Agreement and said appendix, the terms, conditions, and obligations of this Agreement shall govern.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall continue in full force and effect for a period of one month from the date written above, unless terminated earlier under the provisions of this Agreement. This Agreement may be extended upon the written agreement of the parties.

2.2 Termination. This Agreement may be terminated: (i) by Client or Consultant for any reason upon ten (10) days written notice; (ii) by either party if the other party becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has had filed for an involuntary petition in bankruptcy (unless such involuntary petition is withdrawn or dismissed within ten days after filing) in which event termination may be immediate upon notice; (iii) by either party if the other party fails to cure any breach of a material covenant, commitment or obligation under this Agreement, with immediate effect; (iv) by either party if the other party is convicted of or pleads guilty to a crime or an act of fraud that materially impacts on its performance or its fiduciary duties hereunder, in which event termination may be immediate upon written notice. In the event of termination, Client shall have no obligation to Consultant other than to compensate Consultant for Services actually and properly performed by Consultant prior to the effective date of such termination.

3. COMPENSATION

Compensation. Client agrees to pay Consultant **\$60,000**, due in two equal payments at start and end of contract. Business expenses ("Expenses") exceeding \$250 should receive written prior approval from Client.

Payment. Fifty percent (50%) due at signing of contract and fifty percent (50%) due after 30 days.

Late Payments. Late payments will be assessed a one percent (1%) finance charge per month (twelve percent (12%) per annum) or the highest finance charge permitted by applicable law, whichever is less.

4. EXPENSES

Consultant may only incur expenses with Client's prior approval. Consultant shall submit monthly invoices for the Professional Fees and Expenses. All invoices shall be payable upon the date of receipt of the invoice by Client; however, in the event Client has questions concerning any invoiced item, payment of that item shall be made only after the satisfactory resolution of those questions. Client shall give Consultant prompt notice of any such questions, which the parties then agree promptly to resolve.

5. BOOKS AND RECORDS

During the term of this Agreement and for a period of two (2) years after final payment by Client, Consultant will maintain original vouchers, receipts, and invoices relating to the services performed and amounts invoiced by Consultant under this Agreement, and such documentation shall be open to inspection and subject to audit and reproduction by Client or Client's agent or representative.

6. INDEPENDENT CONTRACTOR

Consultant and Client acknowledge and agree that in performing Services under this Agreement, Consultant will be acting solely as an independent contractor, and neither Consultant nor any of its employees, associated consultants, subcontractors or employees of said consultants or subcontractors shall be deemed to be employees of Client for any purpose.

7. CONFIDENTIALITY

Consultant's provision of services will be fully compliant with the Mutual Non-Disclosure Agreement signed on March 9, 2017 between Consultant and Global Strategy Limited and appended hereto as Annex 1 ("NDA") and Consultant acknowledges Client's right to enforce the terms of the NDA in full and in addition to any recourse provided under this Agreement.

Should Consultant use a subcontractor or consultant for performance of any Services under this Agreement, Consultant shall require such subcontractor or consultant to execute a confidentiality and nondisclosure undertaking in the same form as set forth in this Section 7.

Survival. The provisions of this Section 7 shall survive and remain in full force and effect after the termination or nonrenewal of this Agreement.

8. INDEMNIFICATION

Agreement to Indemnify. Each party hereto agrees to indemnify and hold the other party harmless, and pay all losses, costs, damages or expenses, whatsoever, including counsel fees, which the other party may sustain or incur on account of, against any and all claims, including but not limited to, infringement of trademarks or trade names, warranty claims, negligence claims, breach of fiduciary duty, product liability claims, or similar claims by other third parties, to the extent such claims arise from or relate to any losses that are finally judicially determined to have resulted primarily from the gross negligence, recklessness, or willful misconduct of the indemnifying party in performing this Agreement, or from its breach of its warranties herein contained. Each party shall promptly deliver to the other any notices or papers served upon it in any proceeding covered by this indemnification provision. The indemnifying party shall defend such litigation at its own expense. The non-indemnifying party shall use its best efforts to assist the indemnifying party to defend such litigation.

Survival. The provisions of this Section 8 shall survive and remain in full force and effect after the termination or nonrenewal of this Agreement.

9. FORCE MAJEURE

Neither the Consultant nor Client shall be liable for any delay or failure of performance if, and to the extent, such delay or failure is caused by state of war, riot, civil disorder, fire, labor troubles, strikes, accidents, energy failure, equipment breakdown, action of Government or civil authority, acts of God, or other causes beyond the reasonable control of the party and that by the exercise of due diligence, it is unable to prevent, provided that the party claiming excuse uses its best efforts to overcome the delay or failure. Client may at its option cancel any outstanding Services which the Consultant advises it will be unable to timely deliver because of force majeure conditions and may assign those Services to another consultant.

10. MISCELLANEOUS

Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, addressed to the other party at the address shown above or at such other address for which such party gives notice hereunder. In the case of registered or certified mail, such notice shall be deemed to have been given seven (7) days after deposit in the mail. Notice may also be given if faxed or emailed with evidence of receipt by receiver, such notice to be deemed given on the date of transmission.

Assignment. This Agreement is personal to the parties, and no party may assign or transfer this Agreement or any of its rights and obligations under this Agreement without the prior written consent of the other party. Any purported assignment absent such consent shall be null and void and of no force or effect.

Compliance with Law. Client and Consultant agree that they will comply with all governmental laws, regulations and requirements applicable to the performance of this Agreement.

Choice of Law. This Agreement shall governed by the laws of England and Wales..

Dispute Resolution. Any dispute arising between the Parties out of or in connection with this Agreement will be finally resolved by binding and non-appealable arbitration in New York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, this Section will not prohibit either Party from seeking injunctive relief against the other Party to enjoin a breach of any provision of this Agreement pending the resolution of a dispute by arbitration. Each Party consents to personal jurisdiction in the federal courts of the State of New York for the limited purposes of this Section, and agrees that personal jurisdiction in any such court will be deemed proper. The Parties shall each select an arbitrator and the two selected arbitrators shall select a third arbitrator, and the three arbitrators shall rule the dispute. The Parties shall utilize an expedited process where discovery is limited to sixty (60) days and the arbitrator must have a hearing within thirty (30) days after completion of discovery and issue his or her ruling within two (2) weeks thereafter. The arbitration selection process shall not take more than twenty (20) days.

Costs. In the event of any arbitration and/or litigation to enforce this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and other costs, as assessed by the arbitrator or the court, it being the intent of the Parties that the Arbitrator or the court shall assess that such fees and costs be paid to the prevailing party.

Severability. If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be valid and enforceable and the parties shall negotiate in good faith a substitute, valid and enforceable provision which most nearly represents the parties' intent in entering into this Agreement.


Modification; Waiver. This Agreement may not be altered, amended or modified in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

Entire Agreement. This Agreement represents and constitutes the entire agreement between the parties, and supersedes and merges all prior negotiations, agreements and understandings, oral or written, with respect to any and all matters between Consultant and Client.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The parties hereby mutually accept a signed, scanned and countersigned Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first set forth above.

For Client:

By 

Printed JULIAN WHEATLAND

Title GROUP COO

Date 17 MARCH 2017

For Andreae & Associates:

By 

Printed Charles Andreae

Title President

Date 17 March, 2017

ARCHIVES | 1982

Charles N. Andreae 3d Marries Jane Enid Durkin

Jane Enid Durkin, a legislative correspondent with Representative Clint Roberts, Republican of South Dakota, was married yesterday to Charles Norman Andreae 3d, a staff member of the Senate Select Committee on Intelligence. Msgr. Richard H. Holmes performed the ceremony in St. Catharine's Roman Catholic Church in Glen Rock, N.J., assisted by Dr. Albert Busch of the Rolland Park Presbyterian Church in Baltimore.

The bride is a daughter of Mr. and Mrs. William M. Durkin of Glen Rock. An alumna of Ithaca College, she expects to receive a master's degree in legislative affairs from George Washington University in Washington next year. Her father is a retired vice president of the First National Bank of Chicago.

Mr. Andreae, son of Mr. and Mrs. C. Norman Andreae Jr., of Baltimore, was graduated from St. Paul's School in Brooklandville, Md., and Denison University and received a master's degree in international relations at Georgetown University.

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A version of this article appears in print on May 31, 1982, on Page C00014 of the National edition with the headline: Charles N. Andreae 3d Marries Jane Enid Durkin.

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Andreae & Associates 601 13th St, NW Suite 290N Washington, DC 20005		2. Registration No. 6371						
3. Name of Foreign Principal SCL Social	4. Principal Address of Foreign Principal 55 New Oxford Street London, WC1A 1BS United Kingdom							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Limited Company</u></td> </tr> </table> <input type="checkbox"/> Individual-State nationality			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Limited Company</u>
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Limited Company</u>							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant N/A								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address N/A								
b) Name and title of official with whom registrant deals								
c) Principal aim								

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

SCL Social is a research and communications firm focused primarily on elections and campaigns.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

SCL Social is owned by SCL Group, which is supervised by a board of US and UK citizens. SCL Social is managed day-to-day by senior executives who are private citizens.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
03/27/2017	Charles Andreae, President	

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Andreae & Associates	2. Registration No. 6371
3. Name of Foreign Principal SCL Social	

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide government relations, communications counsel, and public affairs services for SCL Social relating to their anti-corruption efforts in Romania.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide government relations, communications counsel, and public affairs services for SCL Social relating to their anti-corruption efforts in Romania.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant's activities may include communications with members of Congress and their staffs, and/or members of the Executive Branch relating to anti-corruption efforts in Romania, as well as supporting potential meetings by the foreign principal. The activities may include communications with representatives of various media organizations and/or other individuals or organizations on behalf of the foreign principal.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
03/27/17	Charles Andreae, President	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING SERVICES AGREEMENT

This Consulting Agreement ("Agreement"), effective as of March 17, 2017 ("the Effective Date"), is entered into by and between SCL Social ("Client"), and ANDREAE & ASSOCIATES, INC ("Consultant"), in reliance upon the following facts and with certain defined terms defined herein. The terms "party" or "parties" may be used interchangeably herein as context requires.

WHEREAS, SCL Social is a communications agency.

WHEREAS, Consultant provides certain consulting services in the field of corporate and public affairs.

WHEREAS, Consultant desires to provide, and Client desires to have Consultant provide, certain consulting services more particularly described herein.

NOW, THEREFORE, in consideration of the terms and provisions set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties mutually agree to the following:

1. SERVICES

Pursuant to this Agreement, Consultant shall supply Client with the following consulting services (the "Services/Deliverables"):

1. Public affairs strategic counsel and advisory services;
2. Educating members of Congress and the Administration on issues of corruption in Romania;
3. Providing research and notification on efforts in the USG that affect anti-corruption efforts in Romania;
4. Identifying and arranging speaking engagements locally and nationally for Client to discuss state of corruption and efforts to counter in Romania;
5. Maintaining and forging alliances with other interest groups whose goals are similar to the Client;
6. Working towards balanced and neutral support of anti-corruption efforts in Romania.

In performing the Services under this Agreement, Consultant warrants it shall perform the Services and produce and deliver the Deliverables in accordance with generally accepted industry standards for the performance of similar services and production and delivery of similar deliverables. Notwithstanding that this Appendix is incorporated herein by reference, in the event of any conflict between the terms, conditions, and obligations of this Agreement and said appendix, the terms, conditions, and obligations of this Agreement shall govern.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall continue in full force and effect for a period of one month from the date written above, unless terminated earlier under the provisions of this Agreement. This Agreement may be extended upon the written agreement of the parties.

2.2 Termination. This Agreement may be terminated: (i) by Client or Consultant for any reason upon ten (10) days written notice; (ii) by either party if the other party becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has had filed for an involuntary petition in bankruptcy (unless such involuntary petition is withdrawn or dismissed within ten days after filing) in which event termination may be immediate upon notice; (iii) by either party if the other party fails to cure any breach of a material covenant, commitment or obligation under this Agreement, with immediate effect; (iv) by either party if the other party is convicted of or pleads guilty to a crime or an act of fraud that materially impacts on its performance or its fiduciary duties hereunder, in which event termination may be immediate upon written notice. In the event of termination, Client shall have no obligation to Consultant other than to compensate Consultant for Services actually and properly performed by Consultant prior to the effective date of such termination.

3. COMPENSATION

Compensation. Client agrees to pay Consultant \$60,000, due in two equal payments at start and end of contract. Business expenses ("Expenses") exceeding \$250 should receive written prior approval from Client.

Payment. Fifty percent (50%) due at signing of contract and fifty percent (50%) due after 30 days.

Late Payments. Late payments will be assessed a one percent (1%) finance charge per month (twelve percent (12%) per annum) or the highest finance charge permitted by applicable law, whichever is less.

4. EXPENSES

Consultant may only incur expenses with Client's prior approval. Consultant shall submit monthly invoices for the Professional Fees and Expenses. All invoices shall be payable upon the date of receipt of the invoice by Client; however, in the event Client has questions concerning any invoiced item, payment of that item shall be made only after the satisfactory resolution of those questions. Client shall give Consultant prompt notice of any such questions, which the parties then agree promptly to resolve.

5. BOOKS AND RECORDS

During the term of this Agreement and for a period of two (2) years after final payment by Client, Consultant will maintain original vouchers, receipts, and invoices relating to the services performed and amounts invoiced by Consultant under this Agreement, and such documentation shall be open to inspection and subject to audit and reproduction by Client or Client's agent or representative.

6. INDEPENDENT CONTRACTOR

Consultant and Client acknowledge and agree that in performing Services under this Agreement, Consultant will be acting solely as an independent contractor, and neither Consultant nor any of its employees, associated consultants, subcontractors or employees of said consultants or subcontractors shall be deemed to be employees of Client for any purpose.

7. CONFIDENTIALITY

Consultant's provision of services will be fully compliant with the Mutual Non-Disclosure Agreement signed on March 9, 2017 between Consultant and Global Strategy Limited and appended hereto as Annex 1 ("NDA") and Consultant acknowledges Client's right to enforce the terms of the NDA in full and in addition to any recourse provided under this Agreement.

Should Consultant use a subcontractor or consultant for performance of any Services under this Agreement, Consultant shall require such subcontractor or consultant to execute a confidentiality and nondisclosure undertaking in the same form as set forth in this Section 7.

Survival. The provisions of this Section 7 shall survive and remain in full force and effect after the termination or nonrenewal of this Agreement.

8. INDEMNIFICATION

Agreement to Indemnify. Each party hereto agrees to indemnify and hold the other party harmless, and pay all losses, costs, damages or expenses, whatsoever, including counsel fees, which the other party may sustain or incur on account of, against any and all claims, including but not limited to, infringement of trademarks or trade names, warranty claims, negligence claims, breach of fiduciary duty, product liability claims, or similar claims by other third parties, to the extent such claims arise from or relate to any losses that are finally judicially determined to have resulted primarily from the gross negligence, recklessness, or willful misconduct of the indemnifying party in performing this Agreement, or from its breach of its warranties herein contained. Each party shall promptly deliver to the other any notices or papers served upon it in any proceeding covered by this indemnification provision. The indemnifying party shall defend such litigation at its own expense. The non-indemnifying party shall use its best efforts to assist the indemnifying party to defend such litigation.

Survival. The provisions of this Section 8 shall survive and remain in full force and effect after the termination or nonrenewal of this Agreement.

9. FORCE MAJEURE

Neither the Consultant nor Client shall be liable for any delay or failure of performance if, and to the extent, such delay or failure is caused by state of war, riot, civil disorder, fire, labor troubles, strikes, accidents, energy failure, equipment breakdown, action of Government or civil authority, acts of God, or other causes beyond the reasonable control of the party and that by the exercise of due diligence, it is unable to prevent, provided that the party claiming excuse uses its best efforts to overcome the delay or failure. Client may at its option cancel any outstanding Services which the Consultant advises it will be unable to timely deliver because of force majeure conditions and may assign those Services to another consultant.

10. MISCELLANEOUS

Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, addressed to the other party at the address shown above or at such other address for which such party gives notice hereunder. In the case of registered or certified mail, such notice shall be deemed to have been given seven (7) days after deposit in the mail. Notice may also be given if faxed or emailed with evidence of receipt by receiver, such notice to be deemed given on the date of transmission.

Assignment. This Agreement is personal to the parties, and no party may assign or transfer this Agreement or any of its rights and obligations under this Agreement without the prior written consent of the other party. Any purported assignment absent such consent shall be null and void and of no force or effect.

Compliance with Law. Client and Consultant agree that they will comply with all governmental laws, regulations and requirements applicable to the performance of this Agreement.

Choice of Law. This Agreement shall governed by the laws of England and Wales..

Dispute Resolution. Any dispute arising between the Parties out of or in connection with this Agreement will be finally resolved by binding and non-appealable arbitration in New York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, this Section will not prohibit either Party from seeking injunctive relief against the other Party to enjoin a breach of any provision of this Agreement pending the resolution of a dispute by arbitration. Each Party consents to personal jurisdiction in the federal courts of the State of New York for the limited purposes of this Section, and agrees that personal jurisdiction in any such court will be deemed proper. The Parties shall each select an arbitrator and the two selected arbitrators shall select a third arbitrator, and the three arbitrators shall rule the dispute. The Parties shall utilize an expedited process where discovery is limited to sixty (60) days and the arbitrator must have a hearing within thirty (30) days after completion of discovery and issue his or her ruling within two (2) weeks thereafter. The arbitration selection process shall not take more than twenty (20) days.

Costs. In the event of any arbitration and/or litigation to enforce this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and other costs, as assessed by the arbitrator or the court, it being the intent of the Parties that the Arbitrator or the court shall assess that such fees and costs be paid to the prevailing party.

Severability. If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be valid and enforceable and the parties shall negotiate in good faith a substitute, valid and enforceable provision which most nearly represents the parties' intent in entering into this Agreement.


Modification; Waiver. This Agreement may not be altered, amended or modified in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

Entire Agreement. This Agreement represents and constitutes the entire agreement between the parties, and supersedes and merges all prior negotiations, agreements and understandings, oral or written, with respect to any and all matters between Consultant and Client.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The parties hereby mutually accept a signed, scanned and countersigned Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first set forth above.

For Client:

By 

Printed JULIAN WHEATLAND

Title GROUP COO

Date 17 MARCH 2017

For Andreae & Associates:

By 

Printed Charles Andreae

Title President

Date 17 March, 2017



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Documents

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Row text contains 'scl social limited'

Date Stamped	View Document	Registration #	Registrant Name	Document Type
10/13/2017	National Media Council of UAE (via Project Associates)	6473	SCL Social Limited	Informational Materials
10/13/2017	National Media Council of UAE (via Project Associates)	6473	SCL Social Limited	Informational Materials
10/06/2017	Exhibit C	6473	SCL Social Limited	Exhibit C
10/06/2017	National Media Council of UAE (via Project Associates)	6473	SCL Social Limited	Exhibit AB
10/06/2017	Registration Statement	6473	SCL Social Limited	Registration Statement
10/06/2017	Atkinson, Matthew	6473	SCL Social Limited	Short-Form

1 - 6 of 6

U.S. Department of Justice

Washington, DC 20530

Short Form Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Each partner, officer, director, associate, employee, and agent of a registrant is required to file a short form registration statement unless he engages in no activities in furtherance of the interests of the registrant's foreign principal or unless the services he renders to the registrant are in a secretarial, clerical, or in a related or similar capacity. Compliance is accomplished by filing an electronic short form registration statement at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .429 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name Matthew Atkinson	2. Registration No. 0473
3. Residence Address(es) 1800 North Oak Street, Apt. 204, Arlington, VA 22209 110 Great Russell St. London United Kingdom WC1B 3NA	4. Business Address(es) 597 5th Avenue, New York, NY 10017 55 Oxford Street, London, United Kingdom WC1A 1BS
5. Year of Birth 11/17/1983 Nationality American Present Citizenship USA	6. If present citizenship was not acquired by birth, indicate when, and how acquired.
7. Occupation Digital Marketing Director	
8. What is the name and address of the primary registrant? Name SCL-Social Limited	Address 55 Oxford Street London, United Kingdom WC1A 1BS
9. Indicate your connection with the primary registrant:	
<input type="checkbox"/> partner <input type="checkbox"/> director <input type="checkbox"/> employee <input type="checkbox"/> consultant <input type="checkbox"/> officer <input type="checkbox"/> associate <input type="checkbox"/> agent <input type="checkbox"/> subcontractor <input checked="" type="checkbox"/> other (specify) See attached	
10. List every foreign principal to whom you will render services in support of the primary registrant. National Media Council of UAE (via Project-Associates)	
11. Describe separately and in detail all services which you will render to the foreign principal(s) listed in Item 10 either directly, or through the primary registrant listed in Item 8, and the date(s) of such services. (If space is insufficient, a full insert page must be used.) Serve as principal strategist on global social media campaign for the foreign principal.	

12. Do any of the above described services include political activity as defined in Section 1(o) of the Act and in the footnote below?

Yes No

If yes, describe separately and in detail such political activity.

The foreign agent served as the principal strategist to the registrant for purposes of developing and executing a global social media campaign on behalf of the foreign principal. Part of that campaign included social media activity focused on NGO's, foreign diplomats, and certain reporters in New York City during the 72nd Regular Session of the United Nations General Assembly, specifically during the dates of September 19 - 22.

13. The services described in Items 11 and 12 are to be rendered on a

full time basis part time basis special basis

14. What compensation or thing of value have you received to date or will you receive for the above services?

Salary: Amount \$ _____ per _____ Commission at _____ % of _____

Salary: Not based solely on services rendered to the foreign principal(s).

Fee: Amount \$ _____ Other thing of value _____

15. During the period beginning 60 days prior to the date of your obligation to register to the time of filing this statement, did you make any contributions of money or other things of value from your own funds or possessions and on your own behalf in connection with any election to political office or in connection with any primary election, convention, or caucus held to select candidates for any political office? Yes No

If yes, furnish the following information:

Date	Amount or Thing of Value	Political Organization or Candidate	Location of Event
------	--------------------------	-------------------------------------	-------------------

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

October 06, 2017

 (Date of signature)

/s/ Matthew Atkinson

 (Signature)

eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Matthew Atkinson
Short Form Registration
Question 9

9. Indicate your connection with the primary registrant:

- | | | | |
|--|------------------------------------|-----------------------------------|--|
| <input type="checkbox"/> partner | <input type="checkbox"/> director | <input type="checkbox"/> employee | <input type="checkbox"/> consultant |
| <input type="checkbox"/> officer | <input type="checkbox"/> associate | <input type="checkbox"/> agent | <input type="checkbox"/> subcontractor |
| <input checked="" type="checkbox"/> other (<i>specify</i>) <u>See attached</u> | | | |

Matthew Atkinson is paid by a related company, SCL USA Incorporated, but is performing services for SCL Social Limited.

U.S. Department of Justice
Washington, DC 20530

Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

I-REGISTRANT

1. Name of Registrant

SCL Social Limited

2. Registration No. (To Be Assigned By the FARA Registration Unit)

6473

3. Principal Business Address

55 New Oxford Street
London, United Kingdom
WC1A 1BS

4. If the registrant is an individual, furnish the following information:

- (a) Residence address(es)
- (b) Other business address(es), if any
- (c) Nationality
- (d) Year of birth
- (e) Present citizenship
- (f) If present citizenship not acquired by birth, state when, where and how acquired
- (g) Occupation

5. If the registrant is not an individual, furnish the following information:

- (a) Type of organization: Committee Association Partnership Voluntary group
Corporation Other (specify) _____
- (b) Date and place of organization February 19, 2013 United Kingdom
- (c) Address of principal office 55 New Oxford Street, London, United Kingdom WC1A 1BS
- (d) Name of person in charge Alexander Nix
- (e) Locations of branch or local offices
- (f) If a membership organization, give number of members

(g) List all partners, officers, directors or persons performing the functions of an officer or director of the registrant.

Name	Residence Address(es)	Position	Nationality
Alexander Nix	13 St. James Gardens London, United Kingdom W11 4RD	Chief Executive Officer	British
Julian Wheatland	Parr House, Cumnor Hill Oxford, United Kingdom OX2 9RG	Chief Operating Officer and Chief Financial Officer	British
Alexander Tayler	21 Eton Rise, Eton College Road London, United Kingdom NWC 2DE	Chief Data Officer	British

(h) Which of the above named persons renders services directly in furtherance of the interests of any of the foreign principals?
None

(i) Describe the nature of the registrant's regular business or activity.
Global political and election communication services.

(j) Give a complete statement of the ownership and control of the registrant.

SCL-Social Limited is 100% owned by SCL Analytics.

6. List all employees who render services to the registrant directly in furtherance of the interests of any of the foreign principals in other than a clerical, secretarial, or in a related or similar capacity.

Name	Residence Address(es)	Nature of Services
Matthew Atkinson	1800 North Oak Street, Apt. 204, Arlington, VA 22209	Principal Strategist
	110 Great Russell Street London, United Kingdom WC1B 3NA	

II-FOREIGN PRINCIPAL

7. List every foreign principal¹ for whom the registrant is acting or has agreed to act.

Foreign Principal	Principal Address(es)
National Media Council of UAE (via Project Associates)	4th Street Abu Dhabi United Arab Emirates

III-ACTIVITIES

8. In addition to the activities described in any Exhibit B to this statement, will you engage or are you engaging now in activity on your own behalf which benefits any or all of your foreign principals? Yes No

If yes, describe fully.

SCL Social Limited is engaged through Project Associates in a global social media campaign on behalf of the National Media Council of UAE.

IV-FINANCIAL INFORMATION

9. (a) **RECEIPTS-MONIES**

During the period beginning 60 days prior to the date of your obligation to register² to the time of filing this statement, did you receive from any foreign principal named in Item 7 any contribution, income, or money either as compensation or for disbursement or otherwise? Yes No

If yes, set forth below in the required detail and separately for each such foreign principal an account of such monies.³

Foreign Principal	Date Received	Purpose	Amount
National Media Council of UAE (via Project Associates)	September 20, 2017	Global Social Media Campaign	\$166,500.00 (exclusive of VAT)

\$166,500.00

Total

¹ The term "foreign principal," as defined in Section 1(b) of the Act, includes a foreign government, foreign political party, foreign organization, foreign individual and, for the purpose of registration, an organization or an individual any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign government, foreign political party, foreign organization or foreign individual.

² An agent must register within ten days of becoming an agent, and before acting as such.

³ A registrant is required to file an Exhibit D if he collects or receives contributions, loans, moneys, or other things of value for a foreign principal, as part of a fundraising campaign. There is no printed form for this exhibit. (See Rule 201(e), 28 C.F.R. § 5.201(e)).

(b) RECEIPTS-THINGS OF VALUE

During the period beginning 60 days prior to the date of your obligation to register⁴ to the time of filing this statement, did you receive from any foreign principal named in Item 7 anything of value⁵ other than money, either as compensation, or for disbursement, or otherwise? Yes No

If yes, furnish the following information:

Foreign Principal	Date Received	Thing of Value	Purpose
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10. (a) DISBURSEMENT-MONIES

During the period beginning 60 days prior to the date of your obligation to register⁶ to the time of filing this statement, did you spend or disburse any money in furtherance of or in connection with your activities on behalf of any foreign principal named in Item 7? Yes No

If yes, set forth below in the required detail and separately for each such foreign principal named including monies transmitted, if any, to each foreign principal.

Date	To Whom	Purpose	Amount
------	---------	---------	--------

See attached.

(b) DISBURSEMENTS-THINGS OF VALUE

During the period beginning 60 days prior to the date of your obligation to register⁷ to the time of filing this statement, did you dispose of any thing of value⁸ other than money in furtherance of or in connection with your activities on behalf of any foreign principal named in Item 7? Yes No

If yes, furnish the following information:

Date	Recipient	Foreign Principal	Thing of Value	Purpose
------	-----------	-------------------	----------------	---------

(c) DISBURSEMENTS-POLITICAL CONTRIBUTIONS

During the period beginning 60 days prior to the date of your obligation to register⁹ to the time of filing this statement, did you, the registrant, or any short form registrant, make any contribution of money or other thing of value from your own funds and on your own behalf in connection with an election to any political office or in connection with any primary election, convention, or caucus held to select candidates for any political office? Yes No

If yes, furnish the following information:

Date	Amount or Thing of Value	Political Organization or Candidate	Location of Event
------	--------------------------	-------------------------------------	-------------------

4, 6, 7 and 9 See Footnote 2, on page 3.

5 and 8 Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks", and the like.

V--INFORMATIONAL MATERIALS¹⁰

11. Will the activities of the registrant on behalf of any foreign principal include the preparation or dissemination of informational materials? Yes No

IF YES, RESPOND TO THE REMAINING ITEMS IN THIS SECTION V.

12. Identify each such foreign principal.
National Media Council of UAE

13. Has a budget been established or specified sum of money allocated to finance your activities in preparing or disseminating informational materials? Yes No

If yes, identify each such foreign principal, specify amount and for what period of time.

A total contract value of \$330,000 was agreed to, which encompasses a wide range of services specific to a global social media campaign, including activities that fall outside the scope of FARA. A budget of \$75,000 was allocated for social media activities during certain days coinciding with the 72 Regular Session of the United Nations General Assembly in New York City. Only a portion of the allotted \$75,000, namely \$64,526.19, was spent on FARA-related activities covering the period of September 19 - 22.

14. Will any public relations firms or publicity agents participate in the preparation or dissemination of such informational materials? Yes No

If yes, furnish the names and addresses of such persons or firms.

15. Activities in preparing or disseminating informational materials will include the use of the following:

- Radio or TV broadcasts Magazine or newspaper Motion picture films Letters or telegrams
 Advertising campaigns Press releases Pamphlets or other publications Lectures or speeches
 Other (specify) _____

Electronic Communications

- Email
 Website URL(s): _____
 Social media website URL(s): https://www.facebook.com/Boycott-Qatar-2068056340082820/?ref=br_rs <https://twitter.com>
 Other (specify) Multiple ads on Facebook, Outbrain, Adwords, Twitter, You Tube

16. Informational materials will be disseminated among the following groups:

- Public officials Civic groups or associations
 Legislators Libraries
 Government agencies Educational groups
 Newspapers Nationality groups
 Editors Other (specify) See attachment

17. Indicate language to be used in the informational materials:

- English Other (specify) _____

¹⁰ The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an agent of a foreign principal as part of an activity in itself exempt from registration, or an activity which by itself would not require registration, need not be filed pursuant to Section 4(b) of the Act.

VI--EXHIBITS AND ATTACHMENTS

18. (a) The following described exhibits shall be filed with an initial registration statement:

- Exhibit A-* This exhibit, which is filed on Form NSD-3, sets forth the information required to be disclosed concerning each foreign principal named in Item 7.
- Exhibit B-* This exhibit, which is filed on Form NSD-4, sets forth the information concerning the agreement or understanding between the registrant and the foreign principal.
- (b) An Exhibit C shall be filed when applicable. This exhibit, for which no printed form is provided, consists of a true copy of the charter, articles of incorporation, association, constitution, and bylaws of a registrant that is an organization. A waiver of the requirement to file an Exhibit C may be obtained for good cause shown upon written application to the Assistant Attorney General, National Security Division, U.S. Department of Justice, Washington, DC 20530. (See Rule 201(c) and (d)).
- (c) An Exhibit D shall be filed when applicable. This exhibit, for which no printed form is provided, sets forth an account of money collected or received as a result of a fundraising campaign and transmitted for a foreign principal. (See Rule 201 (e)).

VII--EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹¹)

October 06, 2017

/s/ Julian Wheatland

eSigned

¹¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

SCL FARA Registration
Attachment 10a

10. (a) DISBURSEMENT-MONIES

During the period beginning 60 days prior to the date of your obligation to register^d to the time of filing this statement, did you spend or disburse any money in furtherance of or in connection with your activities on behalf of any foreign principal named in Item 7? Yes No

If yes, set forth below in the required detail and separately for each such foreign principal named including monies transmitted, if any, to each foreign principal.

National Media Council of UAE

Date	To Whom	Purpose	Amount
9/21 - 9/22	facebook	Ad buy	\$ 39.27
9/21 - 9/22	facebook	Ad buy	\$ 1,535.95
9/21 - 9/22	facebook	Ad buy	\$ 937.87
9/21 - 9/22	facebook	Ad buy	\$ 786.35
9/20 - 9/22	facebook	Ad buy	\$ 1,091.49
9/20 - 9/22	facebook	Ad buy	\$ 3,276.76
9/20 - 9/22	facebook	Ad buy	\$ 1,356.44
9/19 - 9/22	facebook	Ad buy	\$ 4,318.89
9/21 - 9/22	facebook	Ad buy	\$ 43.13
9/20 - 9/22	adwords	Ad buy	\$ 7,238.04
9/21 - 9/22	youtube	Ad buy	\$ 4,881.72
9/21 - 9/22	adwords	Ad buy	\$ 3,995.59
9/21 - 9/22	adwords	Ad buy	\$ 280.74
9/21 - 9/22	outbrain	Ad buy	\$ 5,058.50
9/21 - 9/22	twitter	Ad buy	\$ 5,005.35
9/21 - 9/22	twitter	Ad buy	\$ 4.17
9/21 - 9/22	twitter	Ad buy	\$ 189.35
9/21 - 9/21	twitter	Ad buy	\$ 5,130.50
9/20 - 9/22	twitter	Ad buy	\$ 2,855.17
9/19 - 9/22	twitter	Ad buy	\$ 16,450.91
9/19	Matthew Atkinson	Per diem	\$ 50.00
			\$ 64,526.19

SCL Social Limited
Registration Statement
Question 16

16. Informational materials will be disseminated among the following groups:

- | | |
|--|--|
| <input type="checkbox"/> Public officials | <input type="checkbox"/> Civic groups or associations |
| <input type="checkbox"/> Legislators | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Government agencies | <input type="checkbox"/> Educational groups |
| <input checked="" type="checkbox"/> Newspapers | <input type="checkbox"/> Nationality groups |
| <input type="checkbox"/> Editors | <input checked="" type="checkbox"/> Other (<i>specify</i>) <u>See attachment</u> |

Please note: U.S. individuals may have been incidentally exposed to electronic communications disseminated by the registrant. However, the intended primary target audience includes NGO's, foreign diplomats, and certain reporters.

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended¹**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

SCL Social Limited

2. Registration No.

6473

3. Name of Foreign Principal

National Media Council of UAE (via Project Associates)

4. Principal Address of Foreign Principal

Al Muroor Street
PO Box 3790
Abu Dhabi, UAE

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- Partnership Committee
- Corporation Voluntary group
- Association Other (specify) _____
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

National Media Council

b) Name and title of official with whom registrant deals

Jaber al Lamki

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 06, 2017	Julian Wheatland, COO/CFO	/s/ Julian Wheatland eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

SCL Social Limited

2. Registration No.

6473

3. Name of Foreign Principal

National Media Council of UAE (via Project Associates)

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

SCL Social Limited was retained by Project Associates on September 19, 2017. That contract is attached. We have been advised that Project Associates was retained by the National Media Council of UAE via an oral agreement, but we are not privy to that information. Please note, not all activities covered under the contract with Project Associates are governed by FARA.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant is responsible for developing and executing a global social media campaign on behalf of the foreign principal. Part of that campaign included social media activity focused on NGO's, foreign diplomats, and certain reporters, in New York City during the 72nd Regular Session of the United Nations General Assembly in New York City, specifically during the dates of September 19 - 22.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant is responsible for developing and executing a global social media campaign on behalf of the foreign principal. Part of that campaign included social media activity focused on NGO's, foreign diplomats, and certain reporters in New York City during the 72nd Regular Session of the United Nations General Assembly. Please note: U.S. government officials and members of the general public may have all been incidentally exposed to electronic communications disseminated by the registrant. However, the intended primary target audience includes NGO's, foreign diplomats, and certain reporters.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 06, 2017	Julian Wheatland, COO/CFO	/s/ Julian Wheatland eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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DATED 18 September 2017

(1) Project Associates (UK) Limited

(2) SCL Social Limited

CONSULTANCY AGREEMENT

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THIS AGREEMENT is made the 18th day of September 2017 (the "Agreement")

BETWEEN:

- (1) Project Associates (UK) limited a company registered in the England and Wales, under number 4454838 whose registered office is at 235 Old Marylebone Road, London NW1 5QT ("the Company") and
- (2) SCL Social Limited a company registered in England and Wales under company number 08410560 whose registered office is 1 Westferry Circus, Canary Wharf, London, E14 4HD United Kingdom ("the Contracting Party").

Each a "Party" and together "the Parties".

WHEREAS:

- (1) The Company appoints the Contracting Party to provide Services (defined below) to the Company and the Contracting Party agrees to provide such Services for the Duration of the Agreement and upon the terms and conditions in the Agreement.
- (2) The relationship of the Contracting Party to the Company will be that of independent contractor and nothing in this agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose and the Contracting Party shall not hold itself out as such.

IT IS AGREED as follows:

1. Definitions

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

1.1.1 **Analysed Dataset:** any data that does not comprise solely Data (defined below) that results from Data being processed, augmented with other non-Data data, interpreted or appended with predictive scoring by equipment of methods developed by Contracting Party, including, without limitation, data, reports, results, analyses, evaluations, conclusions and other documents, records and materials in all forms and media any recommended messaging.

1.1.2 **Commencement Date:** 18 September 2017

1.1.3 **Data:** personal data as defined in the Data Protection Act 1998 and all other data.

1.1.4 **Data Security Obligations:** technical and organisational processes and procedures that will protect the Data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage and which include (a) technical security measures; (b) treating and

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safeguarding the Data as strictly private and confidential; (c) minimising disclosure of the Data to third parties to the fullest extent possible; (d) allowing access to the Data on a 'need to know' basis employing appropriate access controls at all times; (e) copying, reproducing and/or distributing the Data only to the extent necessary for performance of the Services and to maintain adequate back-ups to enable Data recovery in the event of damage or loss.

1.1.5 Data Security Obligations: technical and organisational processes and procedures that will protect the Company's Data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage and which include (a) technical security measures; (b) treating and safeguarding the Company's Data as strictly private and confidential; (c) minimising disclosure of the Company's Data to third parties to the fullest extent possible; (d) allowing access to the Company's Data on a 'need to know' basis employing appropriate access controls at all times; (e) copying, reproducing and/or distributing the Company's Data only to the extent necessary for performance of the Services and to maintain adequate back-ups to enable data recovery in the event of damage or loss.

1.1.6 Services:

1.1.6.1 As set out in clause 3.1.1 below;

1.1.6.2 Such other services as the Company and the Contracting Party may agree upon from time to time, during the Duration of this Agreement.

2. Duration of the Agreement

The Agreement shall commence on the Commencement Date and continue in force until 15 October 2017 or until terminated in accordance with Clause 11. This Agreement shall operate in two phases. Phase one commences with effect from Monday 18 September 2017 and ends on Sunday 01 October 2017. Phase two commences on Monday 02 October 2017 and ends on Sunday 15 October.

3. Parties' Obligations

3.1 For the duration of the Agreement the Contracting Party shall:

3.1.1 Provide consulting services as agreed on an ad hoc basis

3.1.2 Keep the Company informed of progress on the Services and in particular to liaise with Rob Worthington in respect of the day-to-day performance of the Services;

3.1.3 While the Contracting Party's method of working is entirely its own, and the Contracting Party is not subject to the control of the Company, the Contracting Party shall nevertheless use reasonable efforts to comply with the Company's reasonable requests;

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- 3.1.4 Agree that, for the duration of this Agreement, the Contracting Party will not undertake any additional activities which might reasonably lead to a conflict of interest between the Contracting Party and the best interests of the Company;
- 3.2 Contracting Party shall take reasonable steps to ensure the reliability of those of its employees, agents and subcontractors who may have access to the Company's Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of personal data and comply with applicable privacy laws.
- 3.3 Contracting Party agrees that it shall and shall procure that any employees, agents and/or subcontractors that may process the Company's Data shall:
- 3.3.1 process the Company's Data solely for the purpose of providing the Services and to fulfil Contracting Party's obligations and exercise its rights under this Agreement and for no other purpose during the term of this Agreement and thereafter;
- 3.3.2 comply with all applicable laws including privacy laws;
- 3.3.3 amend inaccurate Company Data promptly upon being notified by the data subject that the Company's Data is inaccurate, obtaining appropriate verification of the data subject's identity before making such change;
- 3.3.4 have, maintain and comply with the Data Security Obligations;
- 3.3.5 incorporate the Data Protection Notice for all data collection activities;
- 3.3.6 not cause or permit the Company's Data to be transferred outside the European Economic Area without the prior written consent of the Company;
- 3.3.7 not disclose the Company's Data to any third party in any circumstances other than with the written consent of the Company or in compliance with a legal obligation imposed upon Contracting Party;
- 3.3.8 provide such assistance as is necessary to enable the Company to comply with requests by data subjects for access to their personal data as required by applicable privacy laws;
- 3.3.9 on request from the Company, provide an up-to-date copy of the Company's Data in the format, on the media and within any reasonable time periods required by the Company; and
- 3.3.10 ensure that all promotional materials (in whatever media and channel) include details of how the person to whom such promotional materials have been sent may indicate that he does not wish to receive any further promotional materials.
- 3.3. To the extent permitted to do so by applicable law, Contracting Party shall notify the Company of all communications it receives from third parties relating to the Company's Data which suggest non-compliance by the Company, including communications from data subjects and regulatory bodies, and shall not do anything or enter into any communication with such third party unless expressly authorised to do so by the Company.
- 3.4 The Company shall:

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- 3.4.1 be solely responsible for all decisions and final determinations regarding the scheduling of delivery (timing), recipients of placement (audience), and budgeting (expenditures) for any messages based on Contracting Party Work Product (defined below); and
- 3.4.2 provide reasonable cooperation with Contracting Party to facilitate delivery the provision of Services.

4. Fee

- 4.1 The Company shall pay to the Contracting Party:
 - 4.1.1 Upon execution of this Agreement USD 166,500 (exclusive of any value added tax) for the provision of the Services. The Contracting Party shall invoice the Company for its fees at the start of phase one.
 - 4.1.2 A fee of USD 166,500 (exclusive of any value added tax) for the provision of the Services. The Contracting Party shall invoice the Company for its fees at the start of phase two.
- 4.2 Any additional work outside the original scope of agreed work in phase one or phase two will be chargeable at Contracting Party's prevailing rates. The Contracting Party shall invoice the Company upon commencement of such additional work. For the avoidance of doubt nothing in this provision creates any obligation on Company to request additional work from Contracting Party.
- 4.3 Fee invoices submitted by the Contracting Party will be paid within 7 calendar days of the invoice date by electronic transfer. Where the Contracting Party is registered for Value Added Tax, any Value Added Tax shall be shown separately on the invoice.

5. Expenses

- 5.1 All and any expenses incurred by the Contracting Party in relation to providing the services for this Project are the responsibility of the Contracting Party and will not be reimbursed by Project Associates.

6. Late Payment

- 6.1 If the Company fails to make any payment due to the Contracting Party on the due date then, without prejudice to any other right or remedy available to the Contracting Party, the Contracting Party shall be entitled to:
 - 6.1.1 Terminate this Agreement by giving written notice to the Company provided that the Company fails to make the due payment within three working days after receiving written notice from the Contracting; and
 - 6.1.2 Charge the Company interest (both before and after any judgement) on the amount unpaid, at the rate of four (4) per cent per annum above the Bank of England base rate, until payment in full is made (a part of a month being

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treated as a full month for the purpose of calculating interest).

7. Intentionally deleted.

8. Exclusivity of Service and Competition

- 8.1 The Contracting Party agrees that they will not be in any way directly or indirectly engaged or concerned in any other business or undertaking where this may adversely and materially affect the efficient discharge of the Contracting Party's duties under this Agreement.
- 8.2 Notwithstanding the above, the Company recognises that the Contracting Party has other clients and business interests. The Company recognises that any clients or interests of the Contracting Party which pre date this agreement are not covered by clauses 8.1 above.

9. Confidential Information

- 9.1 Neither Party shall throughout the Duration of this Agreement (except in the proper performance of their obligations) nor at any time (without limit) after the termination thereof, directly or indirectly disclose to any person, company, business entity or other organisation whatsoever, or use for their own purposes or those of any other person, company, business entity or other organisation whatsoever; any trade secrets or confidential business information relating or belonging to the other Party or its associated companies, including but not limited to any such information relating to customers, customer lists or requirements, price lists of pricing structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formulae, specific technical information, research activities, any document marked "Confidential", or any information which they have been told is confidential or which they might reasonably expect the other Party would regard as confidential, or any information which has been given to the other Party or any associated company in confidence by customers, suppliers and other persons.
- 9.2 Neither Party shall at any time throughout the Duration of this Agreement make any notes or memoranda relating to any matter within the scope of the other Party's business, dealings or affairs otherwise than for the benefit of the other Party or any the other Party's associated companies.
- 9.3 Notwithstanding the termination or expiry of this Agreement the obligations contained in Clause 9 shall continue to apply until such time as the information is no longer confidential and/or in the case of a trade secret, no longer a trade secret. disclosure.
- 9.4 If a receiving Party is required to provide confidential information to any court or government agency pursuant to written court order, regulation or process of law,

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receiving Party will provide disclosing Party with prompt written notice of such requirement and will provide reasonable cooperation with disclosing Party in disclosing Party's attempts to protect against or limit the scope of such disclosure. To the fullest extent permitted by law, receiving Party will continue to protect as confidential and proprietary all information disclosed in response to a written court order, regulation or process of law.

10. Intellectual Property

- 10.1 "Intellectual Property" shall include without limitation copyright, patent, trade mark, design right, trade secrets and other similar rights whether registered or unregistered existing anywhere in the world
- 10.2 All Company's Data and Intellectual Property shall remain the property of the Company.
- 10.3 All Contracting Party's Data and intellectual Property shall remain the property of the Contracting Party.
- 10.4 The Company grants Contracting Party a royalty-free licence during the term of this Agreement to use, edit, create databases from, copy and store the Company's Data solely for the purposes of performing and fulfilling its rights and obligations under this Agreement.
- 10.5 The Analysed Dataset (to the extent that it does not include the Company's Data) and any other thing created therefrom or created in connection therewith ("Work Product") shall be the exclusive property of Contracting Party. All Intellectual Property in the Work Product (including the Analysed Dataset) produced pursuant to this Agreement shall be owned by Contracting Party, and Contracting Party hereby grants to the Company an exclusive, non-transferrable, non-assignable license to have, use, and display the Work Product for one (1) year from the delivery of the Services.
- 10.6 Work Product prepared specifically for Company pursuant to this Agreement may not be sold or transferred to any other entity or person without the express approval of Company.
- 10.7 The Company shall use Work Product solely for Project Seahawk and except as expressly permitted in this Agreement, the Company shall not share, rent, lease, disclose or distribute the same to the public or any third parties without the prior express written consent of Contracting Party. The Company shall be required to obtain from any third parties (including Project Seahawk) to whom the Work Product is provided a signed agreement between the Company and the third party, establishing that:
- 10.7.1 the third party shall use the Work Product only for work with the Company and in the case of Analysed Dataset in compliance with privacy laws;
- 10.7.2 upon termination or expiration of any license, partnership, agreement, or contractual relationship, the third party will return all Work Product to the Company; and
- 10.7.3 the third party will provide confirmation in writing that all copies of the Work Product in the third party's possession have been deleted or destroyed.
- 10.8 On termination or expiry of this Agreement:
- 10.8.1 Contracting Party's licence to the Data shall automatically terminate; and

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10.8.2 Contracting Party shall, and shall procure that any agents and/or subcontractors it engages shall promptly destroy or deliver to the Company all data (including all copies in every form and media) in its power, possession or control, and shall provide written confirmation of such action, except as set forth in Clause 12 hereunder.

11. Termination

- 11.1 Either Party may terminate this Agreement at any time upon giving 7 calendar days' notice in writing without giving any reason for such termination.
- 11.2 This Agreement shall terminate, notwithstanding any other rights and remedies the Parties may have, in the following circumstances:
- 11.2.1 Either Party fails to comply with the terms and obligations of this Agreement and such failure, if capable of remedy, is not remedied within 10 calendar days of written notice of such failure from the other Party; or
- 11.2.2 Either Party goes into bankruptcy or liquidation - either voluntary or compulsory - save for the purposes of bona fide corporate reconstruction or amalgamation, or if a receiver is appointed over the whole or any part of that Party's assets.
- 11.3 This Agreement shall terminate with immediate effect in the case that Project Seahawk is terminated by the client.
- 11.4 Upon termination all fees payable shall be paid by Company to Contracting Party.
- 11.5 The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the Parties under this Agreement.

12. Return and Destruction of Property

- 12.1 On the termination of this Agreement, each Party must immediately destroy or return to the other Party in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents (and any copies thereof) and any other property belonging to the other Party or its associated companies which are in their possession or under their control. Each Party will, if so required by the other Party, confirm in writing that they have complied with their obligations under this clause.
- 12.2 Notwithstanding the foregoing, neither Party shall be required to return or destroy those copies of such property residing on backup, disaster recovery or business continuity systems and the obligations hereunder with respect to such property will survive until it is destroyed.

13. Notices

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- 13.1 All notices to be given under this Agreement by either Party to the other shall be in writing and in the case of Contracting Party via registered mail and in the case of Company, via registered mail or email.
- 13.2 All notices delivered in accordance with Sub-Clause 13.1 shall be deemed to be received within seven days of posting provided that the notice is sent to the following addresses in respect of each party:

Project Associates (UK) Limited: for the attention of: The Managing Director, at 30 Haymarket, St James's, London SW1Y 4EX
Email: Charlie.rigg@projectssociatesltd.com

SCL Social Limited: for the attention of: Alexander Nix, at 55 New Oxford Street, London, WC1A 1BS

14. The Bribery Act

Full compliance of the Company's Anti-bribery policy which is attached as appendix I is compulsory under this consultancy agreement.

15. Indemnities

15.1 Subject to the limitations set forth herein, each party shall indemnify the other against any costs, claims, expenses (including reasonable legal costs) damages, liabilities, actions and proceedings brought against such other by any third party arising out of a breach of this Agreement by the indemnifying party (or an employee, agent or subcontractor of such party). Except as expressly provided herein the total aggregate liability of Contracting Party will be limited to the fees (which may include interest on past due amounts) for this Agreement.

15.2. The Company recognises that Work Product will be provided on an "as is" basis and Contracting Party makes no warranty, express or implied, regarding the timeliness, accuracy or completeness of any proprietary information included in such Work Product. Except as specifically set forth herein, Contracting Party hereby disclaims all warranties (express or implied) with respect to the Services and Work Product. To the extent Contracting Party may not, as a matter of applicable law, disclaim any warranty, the scope and duration of such warranty shall be limited to the minimum permitted under such applicable law.

16. Dispute resolution

16.1. Contracting Party and the Company agree that any and all disputes arising under or pertaining to this Agreement, including disputes regarding billing and expenses and scope and nature of services, shall be resolved, if possible, by non-binding mediation conducted by a mutually acceptable mediator in London, England. The mediation

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process may be initiated by a written request with a list of acceptable mediators, with preference given to neutral former judges.

16.2. Company and Contracting Party also agree that in the event that mediation is not successful, any and all disputes arising under or pertaining to this engagement, including disputes regarding billing and expenses and scope and nature of services, shall be conducted according to the Arbitration Act.

16.3. The arbitration will be conducted by three arbitrators, with preference given to neutral former judges. Venue and choice of law of the arbitration shall be in London Court of International Arbitration, London, England. Company and Contracting Party agree and recognise that the arbitration process includes, among other things, a waiver of the right to a jury trial, waiver of the right to an appeal, waiver of the right to broad disclosure under the Civil Procedure Rules, and will involve upfront costs and expenses.

16.4. The costs and expenses of the mediators and arbitrators, along with other costs and expenses associated with the proceedings, shall be split equally between the Parties. Each Party shall bear its own costs and expenses, including legal fees and other costs associated with the presentation of its case.

17. Assignment

Neither Party shall be entitled to assign its rights or benefits and/or transfer its obligations or burdens under this Agreement or any other agreement under which the Data are or are to be processed in each case, whether in whole or in part.

18. Entire agreement

This Agreement and the documents referred to in it constitute the entire understanding and agreement of the parties in relation to the provision of the Services and supersede all prior agreements, discussions, negotiations, arrangements and understandings of the parties and/or their representatives in relation to such processing. However, nothing in this Agreement shall exclude or limit either party's liability for fraudulent misrepresentation in relation to this Agreement whether occurring before or after the Commencement Date.

19. Further Assurance

Each party will do and execute and/or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.

20. Survival

Termination or expiry of this Agreement for any reason will not affect any rights or liabilities that have accrued prior to such termination or expiry, or the coming into force, or continuance in force, of

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any term that is expressly or by implication intended to come into, or continue in force, on or after termination or expiry.

21. Waiver

Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement will not operate as a waiver of that right or remedy.

22. Severance

The Parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent.

23. Security Events

23.1 In case of any loss of, actual or attempted unauthorized or unlawful access to, acquisition of, use of, or disclosure of the other Party's confidential information ("Security Event"), each Party shall:

23.1.1 Notify the other Party as soon as practicable if it learns or has reason to believe a Security Event has occurred within such Party's custody or control; and

23.1.2 provide reasonable assistance to the other Party in providing notice of a Security Event; and

23.1.3 reasonably cooperate in good faith with the other Party to investigate, mitigate any harmful effects, and resolve the Security Event; and

23.1.4 document responsive actions taken related to any Security Event.

23.2 Each Party acknowledges and agrees that, except as otherwise required by applicable law, with respect to a Security Event:

23.2.1 it shall not inform any third party of the Security Event without first obtaining the other Party's prior written consent, other than to inform a complainant that the matter has been forwarded to the other Party; and

23.2.2 the other Party shall have the sole right to determine whether notice of the Security Event is to be provided to any individuals, government entities, consumer reporting agencies, or others, and the contents of any such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

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23.3. With respect to each Security Event, Contracting Party, in cooperation with Company, shall promptly (and in any event as soon as reasonably practicable) perform a root cause analysis and prepare a corrective action plan, and if Company so requests, prepare a written report and detailed information, including how and when such Security Event occurred and what reasonably necessary actions Contracting Party is taking to remedy and prevent the recurrence of such Security Event.

24. Warranties

24.1 Each Party warrants that:

24.1.1. it has full and due authority to enter into this Agreement and that doing so will not cause it to be in breach of any other contract or order of any competent court or regulatory authority; and

24.1.2. it has not done and shall not do or, where they have a duty to act, have not omitted to do and shall not omit to do anything in breach of applicable privacy laws.

25. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties on separate documents all of which taken together will constitute one and the same instrument.

26. Third-party rights

In all cases, a person who is not a party to this Agreement shall not be entitled to benefit or have any rights to enforce any of its provisions and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

27. Force majeure

Neither Party shall be responsible for any failure to perform (except for payment obligations) due to unforeseen circumstances or to causes beyond its control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, earthquakes, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labour or materials, catastrophic server failure or failures of telecommunications or electrical power supplies. A Party whose performance is affected by a force majeure event shall be excused from such performance to the extent required by the force majeure event so long as such party takes all reasonable steps to avoid or remove such causes of non-performance and immediately continues performance whenever and to the extent such causes are removed.

28. No Variation

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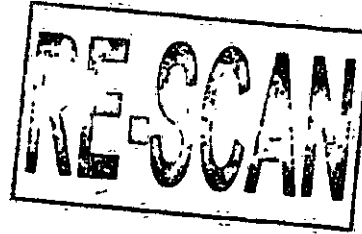
This Agreement can only be amended by a written instrument which (i) specifically refers to the provision(s) of this Agreement to be amended and (ii) is signed by authorised signatories of both Parties.

29. Governance

This Agreement is to be governed by and construed in accordance with the laws of England.

SIGNATURES	
Signed for and on behalf of Project Associates Ltd	Signed for and on behalf of SCL Social Limited
	
Name: ROBERT WORTHINGTON	Name: JULIAN WHEATLAND
Date: 17/09/17	Date: 19/9/17
Title: DIRECTOR	Title: GROUP COO

File Copy



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 8410560

The Registrar of Companies for England and Wales, hereby certifies that

SCL SOCIAL LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 19th February 2013



N08410560B



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to r

Received for filing in Electronic Format on the 19/02/2013

X22K7SVT

**Company Name
in full** **SCL SOCIAL LIMITED**

Company Type **Private limited by shares**

**Situation of Registered
Office** **England and Wales**

**Proposed Register
Office Address.** **26 MOUNT ROW
4TH FLOOR
LONDON
UNITED KINGDOM
W1K 3SQ**

I wish to entirely adopt the following model articles **Private (Ltd by Shares)**

Company Director 1

Type Person
Full forename(s) MR ALEXANDER

Surname NIX

Former names

Service Address recorded as Company's registered office

Country/State Usually Resident UNITED KINGDOM

Date of Birth **Nationality** UK

Occupation COMMUNICATIONS

Consented to Act Y **Date authorised** 19/02/2013 **Authenticated** YES

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	100
		<i>Aggregate nominal value</i>	100
<i>Currency</i>	GBP	<i>Amount paid per share</i>	0
		<i>Amount unpaid per share</i>	0

Prescribed particulars

EACH SHARE HAS FULL RIGHTS IN THE COMPANY WITH RESPECT TO VOTING, DIVIDENDS AND DISTRIBUTIONS.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	100
		<i>Total aggregate nominal value</i>	100

Initial Shareholdings

Name. **ALEXANDER NIX**

Address **13 ST. JAMES'S GARDENS
LONDON
UNITED KINGDOM
W11 4RD**

Class of share **ORDINARY**

Number of shares **100**

Currency **GBP**

*Nominal value of
each share* **1**

Amount unpaid **0**

Amount paid **0**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with

Name **ALEXANDER NIX**

Authenticated **YES**

Authorisation

Authoriser Designation **subscriber**

Authenticated **Yes**

COMPANY HAVING A SHARE CAPITAL

Memorandum of association of SCL SOCIAL LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share

Name of each subscriber

Alexander Nix

Authentication

Authenticated Electronically

Dated. 19/02/2013



Companies House

COMPANY NAME: SCL SOCIAL LIMITED
COMPANY NUMBER: 08410560

Date of birth was removed from public register on 16/12/2014 as it was factually inaccurate.

SCHEDULE 1

Regulation 2

MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED
BY SHARES

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PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 39;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“distribution recipient” has the meaning given in article 31;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“fully paid” in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

“hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

“holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

“instrument” means a document in hard copy form;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 45;

“shareholder” means a person who is the holder of a share;

“shares” means shares in the company;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a

shareholder or otherwise by operation of law; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

3. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

Shareholders' reserve power

- 4.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

- 5.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);

- (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;
- as they think fit.

- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

- 6.—(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

- 7.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- (2) If—
 - (a) the company only has one director, and
 - (b) no provision of the articles requires it to have more than one director,the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

- 8.—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

- 9.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

- (2) Notice of any directors' meeting must indicate—
 - (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meetings

- 10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
- (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
 - (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for directors' meetings

- 11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
 - (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
 - (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

Chairing of directors' meetings

- 12.—(1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
 - (3) The directors may terminate the chairman's appointment at any time.
 - (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

13.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

14.—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

(3) This paragraph applies when—

(a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

(b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making

processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

(7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

15. The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

Directors' discretion to make further rules

16. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

Methods of appointing directors

17.—(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

(2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances

rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

Termination of director's appointment

18. A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

Directors' remuneration

- 19.—(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

- 21.—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

22.—(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

Company not bound by less than absolute interests

23. Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

Share certificates

24.—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

(a) in respect of how many shares, of what class, it is issued;

(b) the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

(4) If more than one person holds a share, only one certificate may be issued in respect of it.

(5) Certificates must—

(a) have affixed to them the company's common seal, or

(b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

25.—(1) If a certificate issued in respect of a shareholder's shares is—

(a) damaged or defaced, or

(b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate—

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

Share transfers

26.—(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

(3) The company may retain any instrument of transfer which is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Transmission of shares

27.—(1) If title to a share passes to a transferee, the company may only recognise the transferee as having any title to that share.

(2) A transferee who produces such evidence of entitlement to shares as the directors may properly require—

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

(3) But transferees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

Exercise of transferees' rights

28.—(1) Transferees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

(2) If the transferee wishes to have a share transferred to another person, the transferee must execute an instrument of transfer in respect of it.

(3) Any transfer made or executed under this article is to be treated as if it were made or

executed by the person from whom the transferee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

Transferees bound by prior notices

29. If a notice is given to a shareholder in respect of shares and a transferee is entitled to those shares, the transferee is bound by the notice if it was given to the shareholder before the transferee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

- 30.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- (2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- (5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

Payment of dividends and other distributions

- 31.—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—
- (a) the holder of the share; or
 - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

No interest on distributions

32. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the company.

Unclaimed distributions

- 33.—(1) All dividends or other sums which are—
- (a) payable in respect of shares, and
 - (b) unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- (3) If—
- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - (b) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

Non-cash distributions

- 34.—(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- (2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—
- (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

Waiver of distributions

35. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—
- (a) the share has more than one holder, or
 - (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

36.—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

(a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

(a) on behalf of the persons entitled, and

(b) in the same proportions as a dividend would have been distributed to them.

(3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

(5) Subject to the articles the directors may—

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

37.—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

(4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Quorum for general meetings

38. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

Chairing general meetings

39.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

Attendance and speaking by directors and non-shareholders

40.—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.

(2) The chairman of the meeting may permit other persons who are not—

(a) shareholders of the company, or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

Adjournment

41.—(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

Voting: general

42. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

Errors and disputes

43.—(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

(2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll votes

44.—(1) A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by—

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or

- (d) a person or persons representing not less than one-tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if—
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

45.—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—

- (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

- 46.—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

Amendments to resolutions

47.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

- 48.—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

- 49.—(1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is—
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

50. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

Provision for employees on cessation of business

51. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

Insurance

53.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

- (a) a "relevant director" means any director or former director of the company or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

CON. 40 (1963)

**STOCK
TRANSFER
FORM**



3x
relyt
ASC

(Above this line for Registrars only)

SHARES TRANSFERRED IN CONSIDERATION FOR
THE ALLOTMENT OF 100 SHARES IN THE CAPITAL
OF THE TRANSFEREE.

Certificate lodged with the Registrar

Consideration Money £

(For completion by the Registrar/Stock Exchange)

Name of Undertaking.	SCL SOCIAL LIMITED (registered number 08410560)		
Description of Security.	Ordinary shares of £1.00 each		
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words	Figures	
	One hundred	100	(100 units of £1)
Name(s) of registered holder(s) should be given in full: the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s) of the person(s) making the transfer.	In the name(s) of		
	ALEXANDER NIX 13 ST JAMES'S GARDENS LONDON UNITED KINGDOM W11 4RD		

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below.	Signature(s) of transferor(s)	Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)
	1.	
	2.	
	3.	
A body corporate should execute this transfer under its common seal or otherwise in accordance with applicable statutory requirements		Date 9 NOVEMBER 2015

Full name(s) full postal address(es) (including County or, if applicable Postal District number) of the person(s) to whom the security is transferred.	SCL ANALYTICS LIMITED (registered number 09838687)
	C/O PKF LITTLEJOHN 2ND FLOOR, 1 WESTFERRY CIRCUS CANARY WHARF LONDON E14 4HD
	Please state title, if any, or whether Mr., Mrs., or Miss.
Please complete in typewriting or in BLOCK CAPITALS	

I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

Reference to the Registrar in this Form means the registrar or registration agent of the undertaking NOT the Registrar of Companies at Companies House.

CON40/1

21c

SCL SOCIAL LIMITED (Company)
(company number 08410560)

Minutes of a meeting of the sole director

Held at: CK International House, 1-6 Yarmouth Place, Mayfair, London, W1J 7BU
On: 09/11/2015
At: 9.45 a.m.
Present: Alexander Nix
In attendance: Julian Wheatland

1. Quorum

The sole director reported that the meeting was quorate.

2. Purpose of the meeting

The sole director reported that agreement had been reached between the shareholder of the Company and SCL Analytics Limited for the sale and purchase of the whole of the issued share capital of the Company and this meeting had been convened so that the Company could consider approving the transfer.

3. Director's Duties and Interest

- 3.1 The sole director was reminded of his obligations to comply with his duties to the Company, including the duties set out in sections 171 to 177 Companies Act 2006 (CA 2006). These included a duty to declare interests in proposed transactions and arrangements with the Company.
- 3.2 In accordance with section 177 CA 2006 and the articles of association of the Company the sole director declared the nature and extent of his interests in the matters to be discussed.
- 3.3 The sole director was reminded of the requirement to comply with the duty to avoid a situation in which a director has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, unless authorised either by directors independent of the conflict as permitted by CA 2006 or authorised in one of the other ways permitted by the legislation.
- 3.4 It was noted that under the Company's articles of association, the sole director was entitled to vote and count in the quorum on all the business to be considered at the meeting.

4. Share transfers

4.1 There was produced to and considered by the meeting the following transfer of shares in the capital of the Company:

<i>Name of transferor</i>	<i>Name of transferee</i>	<i>Number of ordinary shares of £1.00 each</i>
Alexander Nix	SCL Analytics Limited	100

4.2 It was resolved that, subject to their being duly stamped (if applicable), such transfers be approved, the name of the transferee be entered in the register of

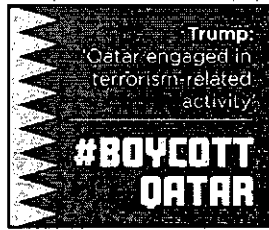
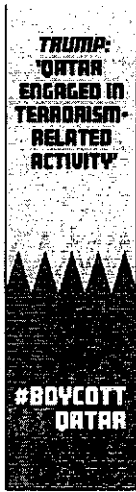
members of the Company as the holder of such shares and that a share certificate be issued accordingly.

5. Other business

There being no other business, the sole director declared the meeting closed.



.....
Sole director



Video: "Qatar and North Korea: Partners in Terror?"

The Qatar Insider



Charity investigated for terror ties received Qatar funding

New Europe

Facebook Video



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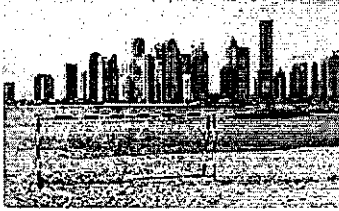
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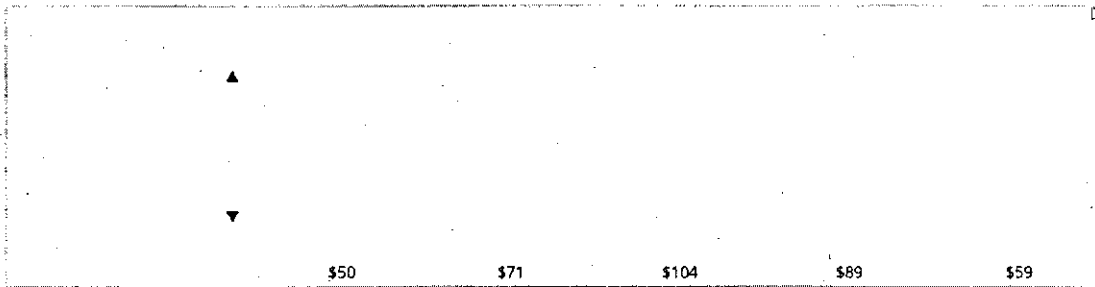
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Hardline Islamist militias are collapsing in Syria and only last month the Iraqi army reclaimed Tal Afar, the former Isis stronghold, having defeated Isis forces in Mosul in July. It is no coincidence that these gains have increased as the longer sanctions against Qatar have continued. This is perhaps the first major policy success of the boycott: it has forced Qatar to rein in its pragmatic support for extremist groups as the world's spotlight is fixed on Doha.

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Hamas seeks to mend relations with Egypt

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Yet the reconciliation may well be a precursor of things to come. Qatar’s regional proxies are coming under increasing pressure as the country itself can no longer afford to fund their operations.

Under these circumstances, the question remains: what will Qatar do next? If it has no intention of taking steps to reverse its diplomatic isolation, it may decide to re-engage with these extremist groups the moment the spotlight moves elsewhere. That would be a dangerous outcome that must be avoided at all costs.

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(http://counterextremismproject.nationbuilder.com/building_alliances)

PUBLISHED 04:31 SEPTEMBER 19, 2017

UPDATED 15:55 SEPTEMBER 26, 2017

Charity investigated for terror ties received Qatar funding

By Luigi Baresi (<https://www.neweurope.eu/author/luigi-baresi/>)

International Affairs, New Europe

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"This article has been edited to add more accurate information."

A controversial charity that has been investigated by several countries for its links to extremism appears to be bankrolled by the State of Qatar. Muslim Aid (<https://www.muslimaid.org/>), a London-based charity with thirteen offices around the world, has received at least a million euros since 2011 from the Qatari government or one of its state-supported charities. In the past, the organisation has been investigated by the governments of England, Wales (<http://www.telegraph.co.uk/news/uknews/terrorism-in-the-uk/11263309/Terror-link-charities-get-British-millions-in-Gift-Aid.html>), Spain (<http://edition.cnn.com/2002/WORLD/europe/12/08/spain.alqaeda/>) and Bangladesh (<http://www.thedailystar.net/news-detail-80287>) over its alleged funding of terrorist movements. Muslim Aid was also banned in Israel ([http://www.mfa.gov.il/mfa/pressroom/2008/pages/defense%20minister%](http://www.mfa.gov.il/mfa/pressroom/2008/pages/defense%20minister%20press%20conference%2020080901)

20signs%20order%20banning%20hamas-affiliated%20charitable%20organizations%207-jul-2008.aspx) in 2008 for supporting Hamas' fundraising network, designated a terrorist group in the West (https://en.wikipedia.org/wiki/List_of_designated_terrorist_groups). According to information provided by Muslim Aid's legal representatives, the UK government did not find "any evidence that it had illegally funded any proscribed or designated entities".

In the UK, Muslim Aid was cleared by the first investigation into the charity, finding that there was no link to Syria or terrorism-related activity. Michelle Russell, Head of Investigations and Enforcement at the Charity Commission said at the time of the announcement, "It is important for the public to understand that opening an inquiry is not in itself a finding of wrong doing".

But as a result of that investigation, the Commission appointed an Interim Manager in order to assist Muslim Aid in improving its governance and financial management.

And even though the Spanish government has not, to New Europe's knowledge, found links of Muslim Aid to terrorist activities, the history of allegations and ban in Israel may be particularly distressing for Spain, which has allowed Qatar to build up to 150 mosques in the country until 2020. In 2002, a Spanish police report found that Muslim Aid sent funds to Mujahideen fighters in Bosnia, which Spanish troops had fought to pacify in the decade preceding. Spain has recently had to deal with its own radicalization issues, and its leaders may be disconcerted that so many new mosques are under construction with oversight from Muslim Aid.

The State of Qatar gave almost 150,000 euros to Muslim Aid in 2011, at exactly the moment that Doha became emboldened by an Arab Spring it thought would help it overthrow rival regimes in the region. When protests erupted on Middle Eastern streets, the then Qatari emir, Sheik Hamad bin Khalifa al-Thani, is seen as having found an opportunity to establish a new regional order, with himself at its apex. Qatar is accused of seeking to generate and benefit from pockets of unrest (<https://www.alaraby.co.uk/english/news/2017/8/16/bahrain-state-tv-accuses-qatar-of-leading-anti-government-protests>) in the region. In 2012, the emir pledged (<http://www.nytimes.com/2012/10/24/world/middleeast/pledging-400-million-qatari-emir-makes-historic-visit-to-gaza-strip.html?mcubz=3&mtrref=www.google.com>) \$400 million to Hamas and became the first head of state to visit the Gaza Strip since Hamas took full control of it in 2007. Sources say the former fuelled local militias with guns and money, no matter how radical, to support this enterprise.

By 2013, it was clear the strategy had failed. But Qatar continued to channel money to Muslim Aid via a charity called Al Asmakh, which is based out of Doha and has strong ties to the government. Al Asmakh gave almost a million euros over the next two years. In the UK Muslim Aid formed the basis of a second inquiry. The results of the statutory inquiry were never published

Qatar is currently the subject of a three-and-a-half month boycott ([http://country.eiu.com/article.aspx?](http://country.eiu.com/article.aspx?articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt)

[articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt](http://country.eiu.com/article.aspx?articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt) by its former Gulf allies. They accuse it of supporting terrorist groups like Hamas and the Nusra Front, and fomenting extremism through a national broadcaster (Al Jazeera Arabic) that cynically incites sectarian tensions for political purposes. Qatar denies these charges. However, this week Hamas announced a rapprochement (<https://www.theguardian.com/world/2017/sep/17/palestinian->

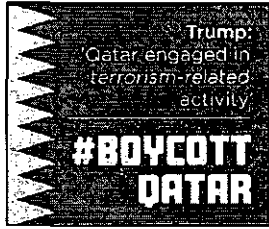
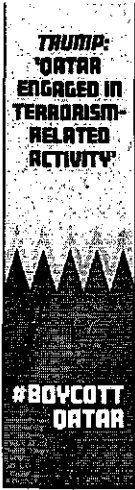


elections-hamas-fatah-gaza-feud) with its bitter Palestinian rival, Fatah. Many commentators view this as a direct result of the pressure placed on Qatar to end its support for Hamas, which has no option but to return to the negotiating table now that it has lost its principal backer.

See also: Qatar set to try to dominate UN General Assembly
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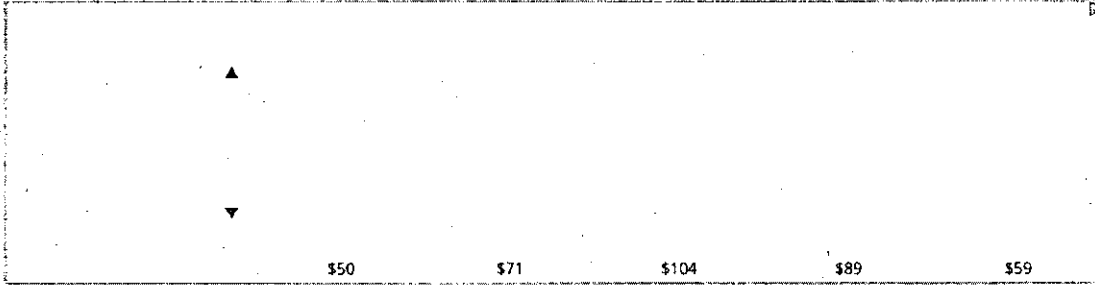
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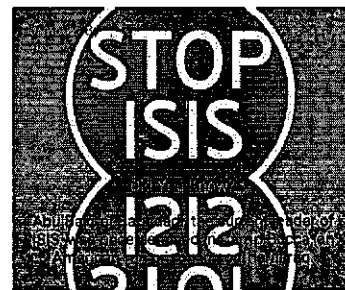
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A controversial charity that has been investigated by several countries for its links to extremism appears to be bankrolled by the State of Qatar. Muslim Aid (<https://www.muslimaid.org/>), a London-based charity with thirteen offices around the world, has received at least a million euros since 2011 from the Qatari government or one of its state-supported charities. In the past, the organisation has been investigated by the governments of England, Wales (<http://www.telegraph.co.uk/news/uknews/terrorism-in-the-uk/11263309/Terror-link-charities-get-British-millions-in-Gift-Aid.html>), Spain (<http://edition.cnn.com/2002/WORLD/europe/12/08/spain.alqaeda/>) and Bangladesh (<http://www.thedailystar.net/news-detail-80287>) over its alleged funding of terrorist movements. Muslim Aid was also banned in Israel ([http://www.mfa.gov.il/mfa/pressroom/2008/pages/defense%20minister%](http://www.mfa.gov.il/mfa/pressroom/2008/pages/defense%20minister%20press%20conference%2020080901)

The State of Qatar gave almost 150,000 euros to Muslim Aid in 2011, at exactly the moment that Doha became emboldened by an Arab Spring it thought would help it overthrow rival regimes in the region. When protests erupted on Middle Eastern streets, the then Qatari emir, Sheik Hamad bin Khalifa al-Thani, is seen as having found an opportunity to establish a new regional order, with himself at its apex. Qatar is accused of seeking to generate and benefit from pockets of unrest (<https://www.alaraby.co.uk/english/news/2017/8/16/bahrain-state-tv-accuses-qatar-of-leading-anti-government-protests>) in the region. In 2012, the emir pledged (<http://www.nytimes.com/2012/10/24/world/middleeast/pledging-400-million-qatari-emir-makes-historic-visit-to-gaza-strip.html?mcubz=3&mtrref=www.google.com>) \$400 million to Hamas and became the first head of state to visit the Gaza Strip since Hamas took full control of it in 2007. Sources say the former fuelled local militias with guns and money, no matter how radical, to support this enterprise.

By 2013, it was clear the strategy had failed. But Qatar continued to channel money to Muslim Aid via a charity called Al Asmakh, which is based out of Doha and has strong ties to the government. Al Asmakh gave almost a million euros over the next two years. In the UK Muslim Aid formed the basis of a second inquiry. The results of the statutory inquiry were never published

Qatar is currently the subject of a three-and-a-half month boycott ([http://country.eiu.com/article.aspx?](http://country.eiu.com/article.aspx?articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt)

[articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt](http://country.eiu.com/article.aspx?articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt) by its former Gulf allies. They accuse it of supporting terrorist groups like Hamas and the Nusra Front, and fomenting extremism through a national broadcaster (Al Jazeera Arabic) that cynically incites sectarian tensions for political purposes. Qatar denies these charges. However, this week Hamas announced a rapprochement (<https://www.theguardian.com/world/2017/sep/17/palestinian->



elections-hamas-fatah-gaza-feud) with its bitter Palestinian rival, Fatah. Many commentators view this as a direct result of the pressure placed on Qatar to end its support for Hamas, which has no option but to return to the negotiating table now that it has lost its principal backer.

See also: Qatar set to try to dominate UN General Assembly
(<https://www.neweurope.eu/article/qatar-seeks-dominate-un-general-assembly/>)

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TRICURO, LLC: W16253668

General Information

Filing History

Annual Report/Personal Property

General Information

Department ID Number:

W16253668

Business Name:

TRICURO, LLC

Principal Office:

8206 THOREAU DRIVE
BETHESDA MD 20817

Resident Agent:

DAVID SOWELLS

6303 POE ROAD
BETHESDA MD 20817

Status:

FORFEITED

Good Standing:

THIS BUSINESS IS **NOT IN GOOD
STANDING**

[What does it mean if a business
entity is not in good standing or
forfeited?](#)

» [Order Certificate of Status](#)

Business Type:

DOMESTIC LLC

Business Code:

20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/ Registration:

12/23/2014

State of Formation:

MD

Stock Status:

N/A

Close Status:

N/A

[New Search](#)[Order Documents](#)[Privacy and Security Policy](#) | [Accessibility Policy](#)**FOR FILING AND BUSINESS RELATED QUESTIONS**

Maryland Department of Assessments & Taxation

410-767-1184 | Outside the Baltimore Metro Area: 888-246-5941

Maryland Relay: 800-735-2258

FOR TECHNICAL QUESTIONS AND SUPPORT

NIC Maryland, eGov Services Partner of the Department of Information Technology (DoIT) and Maryland.gov

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ARTICLES OF ORGANIZATION
OF
TRICURO, LLC

The undersigned, with the intention of creating a Maryland limited liability company, hereby executes and files the following Articles of Organization.

1. Name: The name of the limited liability company is Tricuro, LLC. 

2. Purpose: The purpose for which the limited liability company is formed is to perform public relations and public affairs services and to conduct all other lawful business not required to be specifically listed in these Articles of Organization and not prohibited to be conducted in Maryland as a limited liability company.

3. Principal Office Address in Maryland: The address of the principal office of the limited liability company in Maryland is 6303 Poe Road, Bethesda, Maryland 20817, and this office is located in Montgomery County, Maryland. ✓

4. Resident Agent Name and Address: The initial resident agent of the limited liability company in Maryland is David Sowell whose address is located in the County of Montgomery, Maryland, at 6303 Poe Road, Bethesda, Maryland 20817. ✓✓


5. Effective Date: The effective date of the organization of the limited liability company shall be January 1, 2015.

WITNESS the following signature of the organizer of the limited liability company, who by his signature hereto confirms that he is an adult individual authorized to do so by the person(s) forming the limited liability company.



David Sowell

Resident Agent Consent: By my below signature, I hereby consent to my designation as in these Articles of Organization as resident agent for the limited liability company.



David Sowell

Filing Party's Return Address:
Mr. David Sowell
6303 Poe Road
Bethesda, Maryland 20817

CUST ID:0003188111
WORK ORDER:0004404691
DATE:12-30-2014 06:29 PM
AMT. PAID:\$155.00

CORPORATE CHARTER APPROVAL SHEET

**** EXPEDITED SERVICE ****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 40 BUSINESS CODE 20

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____



1000362007384656

ID # W16253668 ACK # 1000362007384656
PAGES: 0002
TRICURO, LLC

MAIL
BACK

12/23/2014 AT 10:22 A WO # 0004404691

New Name _____

FEES REMITTED

Base Fee:	<u>100</u>
Org. & Cap. Fee:	
Expedite Fee:	<u>50</u>
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
Certified Copies	
Copy Fee:	
Certificates	
Certificate of Status Fee:	
Personal Property Filings:	
Mail Processing Fee:	<u>5</u>
Other:	

TOTAL FEES: 155

_____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent
 and Resident Agent's Address
 _____ Change of Business Code

_____ Adoption of Assumed Name

_____ Other Change(s)

Credit Card Check _____ Cash _____

_____ Documents on _____ Checks

Approved By: 13

Keyed By: _____

COMMENT(S):

Effective Date
January 1, 2015

Code _____

Attention: _____

Mail: Names and Address _____

JOHN HUDDLE
6303 POE ROAD
BETHESDA MD 20817

Stamp Work Order and Customer Number HERE

CUST ID: 0003188111
WORK ORDER: 0004404691
DATE: 12-30-2014 06:29 PM
AMT. PAID: \$155.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of

TRICORD LLC

(Name of Entity)

organized under the laws of MARYLAND passed the following resolution:
(State)

(Check applicable boxes)

The principal office is changed from: (old address)

~~6303 POE ROAD, BETHESDA, MD 20817~~

to: (new address)

8206 THOREAU DRIVE, BETHESDA, MD 20817

The name and address of the resident agent is changed from:

to:

I certify under penalties of perjury the foregoing is true.

Signed

David Swell

Secretary or Assistant Secretary
General Partner
Authorized Person

APRIL 29, 2016

I hereby consent to my designation in this document as resident agent for this entity.

Signed

Resident Agent

CUST ID: 0003415666
WORK ORDER: 0004632244
DATE: 05-05-2016 11:40 AM
AMT. PAID: \$25.00

RECEIVED
DEPARTMENT OF
ASSESSMENTS & TAXATION
2016 MAY - 2 A 10: 39

CORPORATE CHARTER APPROVAL SHEET

**** KEEP WITH DOCUMENT ****


DOCUMENT CODE 80 BUSINESS CODE 20
W-16253668

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____



1000362009478993

ID # W16253668 ACK # 1000362009478993
PAGES: 0002
TRICURO, LLC

05/02/2016 AT 10:39 A WO # 0004632244

New Name _____

FEES REMITTED

Base Fee: 100 25
Org. & Cap. Fee: _____
Expedite Fee: _____
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: _____
Other: _____
TOTAL FEES: 25

- Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- Resignation of Resident Agent
- Designation of Resident Agent and Resident Agent's Address
- Change of Business Code
- _____ Adoption of Assumed Name
- _____ Other Change(s)

Credit Card _____ Check _____ Cash _____

Code _____

_____ Documents on _____ Checks

Attention: _____

Approved By: 13

Mail: Name and Address

Keyed By: _____

**TRICURO LLC
8206 THOREAU DRIVE
BETHESDA MD 20817**

COMMENT(S):

CUST ID: 0003415666
WORK ORDER: 0004632244
DATE: 05-05-2016 11:40 AM
AMT. PAID: \$25.00

[Lookup](#)

Showing results for: **TRICURO.COM**

Original Query: tricuro.com

Raw WHOIS Record

Domain Name: **TRICURO.COM**
Registry Domain ID: 1795944619_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Updated Date: 2017-03-23T12:01:04Z
Creation Date: **2013-04-23**T03:33:35Z
Registrar Registration Expiration Date: 2019-04-23T03:33:35Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited
http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited
http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited
http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited
http://www.icann.org/epp#clientDeleteProhibited
Registrant Organization: **Tricuro**
Registrant State/Province: **Maryland**
Registrant Country: US
Name Server: NS45.DOMAINCONTROL.COM
Name Server: NS46.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
http://wdprs.internic.net/

>>> Last update of WHOIS database: 2018-05-31T14:00:00Z <<<

For more information on Whois status codes, please visit
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

Notes:

IMPORTANT: Port43 will provide the ICANN-required minimum data set per ICANN Temporary Specification, adopted 17 May 2018.

Visit <https://whois.godaddy.com> to look up contact data for domains not covered by GDPR policy.

The data contained in GoDaddy.com, LLC's WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

Submit a Complaint for WHOIS

[WHOIS Inaccuracy Complaint Form](#)

[WHOIS Service Complaint Form](#)

[WHOIS Compliance FAQs](#)

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* There is one exception: ICANN acts as the registry operator for the .int TLD, and in that capacity it does collect, generate, retain and store information regarding registrations in the .int TLD.

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