

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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 Targeted Victory, LLC	2. Registration No. 6281
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending _____
- Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Master Services Agreement between Targeted Victory, LLC ("Targeted Victory") and MSLGROUP Americas, Inc. d/b/a Qorvis MSLGROUP ("Qorvis MSLGROUP"), pursuant to which Targeted Victory provides strategic advice and digital consulting services to the Royal Embassy of the Kingdom of Saudi Arabia.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

This amendment relates to Exhibit B in Targeted Victory, LLC's registration statement filed March 17, 2015 ("Exhibit B"). Targeted Victory, LLC provides strategic advice and digital consulting services to the Royal Embassy of the Kingdom of Saudi Arabia as a subcontractor to the Embassy's prime contractor Qorvis MSLGROUP. At the time Exhibit B was filed, there was no formal written subcontract between Targeted Victory, LLC and Qorvis MSLGROUP covering these services. On March 24, 2015, Targeted Victory, LLC and Qorvis MSLGROUP signed such an agreement (the Master Services Agreement ("MSA")) effective March 1, 2015. Therefore, this amendment is to give notice of the MSA.

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 the 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 signature¹)

Oct 27, 2015



¹ 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.



Targeted Victory®

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this "Agreement") is effective as of March 1, 2015 (the "Effective Date"), by and between MSLGROUP Americas, Inc., d/b/a Qorvis MSLGROUP ("Client"), and Targeted Victory, LLC ("Targeted Victory"). This Agreement governs the provision, use and access of Targeted Victory's Services that may be made available to Client for its use and/or use on behalf of or for the benefit of Client's customers ("Advertiser(s)").

WHEREAS, Client is the agent of The Royal Embassy of the Kingdom of Saudi Arabia, which for purposes of this Agreement shall be considered an Advertiser.

WHEREAS, the Client desires to engage Targeted Victory and Targeted Victory desires to be engaged by the Client on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending legally to be bound, agree as follows:

1. Terms of Engagement.

(a) Schedules. For purposes of this Agreement, Exhibit A, attached hereto and made a part hereof, as such Exhibit may be amended from time to time by the parties in writing, sets forth descriptions and fees of the services related to those requested by Client (the "Services"). The Services to be provided by Consultant to Client and its fees may be further described in an Addendum to this Agreement or one or more statements of work, or other documents executed by both parties and expressly made part of this Agreement (collectively "Schedules").

(b) Duties of Targeted Victory. In consideration of the compensation to be paid to Consultant hereunder, Consultant shall undertake and assume the responsibility of performing for and on behalf of Client the duties set forth in Exhibit A and, if applicable, any Schedule(s). To the extent the terms of this Agreement, Exhibit A, any Schedule and the most current version of the IAB/AAAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less ("IAB/AAAA Terms") conflict, priority shall be given to the Exhibit A, applicable Schedule, this Agreement and the IAB/AAAA Terms, in that order.

(c) Duties of Client. If Client is acting as an agency, Client represents and warrants that Client is the principal agent of each Advertiser for purposes of Targeted Victory provisioning the Services to Client. Client represents, warrants and covenants to Targeted Victory that it will comply with applicable laws, rules, and regulations and all self-regulatory best practice standards that apply to Client and its Advertiser(s) in its use of the Services including, but not limited to, the IAB Code of Conduct, Network Advertising Initiative's (NAI) Self-Regulatory Principles, the Digital Advertising Alliance's Self-Regulatory Program for Online Behavioral Advertising, the FTC Self-Regulatory Principles for Online Behavioral Advertising and the CAN-SPAM ACT, as applicable. Client represents, warrants and covenants to Targeted Victory that it will ensure that it and if applicable each Advertiser does not upload to or otherwise authorize or permit any Objectionable Content to run through the Services and that any ads or data being authorized or permitted by Client to run through the Services will be free of viruses and malicious code. As used herein, "Objectionable Content" means any viruses, malware or malicious code,

as well as any content or links to web sites that contain content (or further links to content) which may be construed as illegal, unethical, defamatory, obscene, hateful, libelous, or that otherwise will reflect negatively upon Targeted Victory's reputation or that of Targeted Victory's customers or service providers, or that infringes upon the rights of any third party. Client shall also be responsible for maintaining the security of any passwords and/or access codes assigned to Client and shall immediately notify Targeted Victory if Client becomes aware of any loss or theft or unauthorized use of any of Client's passwords or user accounts. Client further represents, warrants and covenants, that it owns, or has the necessary rights to use and provide all creative, data or other materials provided to Targeted Victory and such creative, data and materials will not infringe on any intellectual property rights or proprietary rights of others, or will cause harm, in the nature of defamation or a right of privacy violation, to a third party.

(d) **Term; Termination.** The term of Targeted Victory's engagement hereunder (the "**Term**") shall commence as of the Effective Date and shall continue until it is terminated or otherwise expires in accordance with its terms. Either Client or Targeted Victory may terminate this Agreement for its convenience by providing at least thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement if the other party materially defaults in performing any of its obligations under this Agreement and the default remains uncured for at least fifteen (15) business days following receipt of written notice from the non-defaulting party. Additionally, either party may terminate this Agreement in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium, provided such proceeding is not dismissed in sixty (60) days. No termination or expiration of this Agreement shall release Client from any obligation to pay Targeted Victory any amount, which has accrued or becomes payable at or prior to the date of such termination or expiration.

(e) **Compensation.** In consideration of the Targeted Victory's performance of the Services hereunder, Client shall pay Targeted Victory the amounts set forth in Exhibit A at such times as may be specified in Exhibit A. All payments not made within thirty (30) days of the date when due shall be subject to late charges of the lesser of: (i) one and one-half percent (1.5%) per month of the overdue amount; or (ii) the maximum amount permitted under applicable law. Targeted Victory shall have the right to suspend the performance of the Services if Client fails to pay any amounts which are due hereunder or otherwise breaches this Agreement and such breach remains uncured for a period of fifteen (15) days' following written notice. Should it become necessary to take steps to collect past due expenses, Client shall pay all reasonable expenses and costs incurred in enforcing its right hereunder including reasonable attorney's fees. Client shall pay all sales, excise, import, use, value-added or other similar taxes or duties (not including taxes on the income of Targeted Victory) levied or based on payments made to Targeted Victory pursuant to this Agreement.

(f) **Expenses.** During the Term, Client shall pay or promptly reimburse Targeted Victory for all reasonable travel, telephone and other business expenses paid or incurred by Targeted Victory in connection with the performance of Targeted Victory's duties hereunder, upon presentation of expense statements, vouchers or other evidence of expenses, provided that such travel and other expenses have been pre-approved in writing by Client.

(g) **Non-Exclusive.** Nothing in this Agreement shall prohibit Targeted Victory from providing services to a third party, whether or not such services are the same or similar to those contemplated to be performed by Targeted Victory hereunder. Targeted Victory is under no obligation to exclusively provide the Services to Client.

(h) **Subcontracts.** Targeted Victory may subcontract or otherwise assign any of its rights, duties or obligations under this Agreement to any individual or entity upon the prior written consent of Client in each instance. However, the Targeted Victory will remain fully liable and responsible for all Services to be performed under this Agreement, whether or not subcontracted to or performed by a subcontractor or any other person or entity retained by Targeted Victory.

(i) **Ownership.** Exclusive of any Targeted Victory Materials (as defined below), Targeted Victory acknowledges and agrees that any and all materials and works produced by Targeted Victory and all results and proceeds of Targeted Victory's engagement and Services rendered hereunder, including without limitation, any other content or materials eligible for copyright or trademark protection (all such works and results and proceeds being referred to collectively as "**Work Product**") shall be considered 'work made for hire' as contemplated by the United States Copyright Act and to the extent said Work Product are not recognized as 'work made for hire,' Targeted Victory hereby assigns all rights of copyright and copyright renewal, trademark and all other intellectual property rights in said Work Product to Client and agrees to execute any further document(s) reasonably necessary to effect such assignment. Without limiting the generality of the foregoing, Targeted Victory hereby waives any and all claims of 'moral rights' and other rights of any kind or nature related to the Work Product and hereby conveys to Client any such rights as they may exist without reservation or limitation.

(j) **Targeted Victory Materials.** Targeted Victory and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Targeted Victory Materials, including all Intellectual Property Rights therein. Client or its Advertiser(s) shall have no right or license to use any Targeted Victory Materials except solely during the Term of the Agreement to the extent necessary to access and utilize the Services as applicable. All other rights in and to the Targeted Victory Materials are expressly reserved by Targeted Victory. As used herein, "Targeted Victory Materials" means software, source code, routines, software designs, user-interface conventions, interfaces to third party products, user-interface design patterns, other development and design tools, methodologies, methods, ideas, concepts, know-how, techniques, generic documents, templates, and documentation (and all enhancements and derivatives thereto) which are delivered to Client under this Agreement and which Targeted Victory (i) developed prior to the execution of this Agreement or commencement of Services, whichever is earlier or (ii) developed during the term of the Agreement but are not used exclusively for the benefit of the Client or not uniquely applicable to the particular specifications or functions of the Work Product. Targeted Victory Materials also include any raw experience modeling and industry data, and any generic analyses of such data that do not contain any of Client's Confidential Information. For the avoidance of doubt, the parties hereto may clearly distinguish in writing, as applicable based on the Services, Work Product versus Targeted Victory Materials.

(k) **Delayed Performance.** Client agrees that any work which Targeted Victory is not able to perform or is delayed in performing by reason of (i) Client's failure or delay in performing its tasks, or (ii) acts of God, terrorism, government regulations and orders imposed after execution of this Agreement, communication line failures, power failure, the infrastructure of the Internet, third party actions that are illegal under either federal or state law, earthquakes or other disasters, or any cause beyond the reasonable control of Targeted Victory, shall excuse Targeted Victory to that extent, and in the event that such delay continues for a period of thirty (30) days or more and is caused by the acts listed under Section 1(k)(ii), Targeted Victory's fees shall be prorated/reduced accordingly to reflect such delayed performance at Targeted Victory's discretion.

2. **Confidential Information.**

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(a) **General.** Each party (and any Advertiser(s) permitted to access or receive Targeted Victory's Confidential Information) will hold in confidence and, without the consent of the other party, will not use, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the other party. The recipient of Confidential Information may only disclose the Confidential Information to its employees, third party contractors, officers, directors, members, agents, attorneys, accountants, advisors or service providers with a need to know the information provided that such parties shall be bound by confidentiality obligations no less restrictive than set forth herein. Without limiting the foregoing, the recipient of the Confidential Information agrees that it will exercise at least the same standard of care (but not less than a reasonable standard of care) in protecting the confidentiality of the other party's Confidential Information as it does with its own Confidential Information of a similar nature. As used herein, "Confidential Information" means (i) information of a party in all forms which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, as well as (ii) other information that is provided to or obtained by one party and that is valuable to the other party and not generally known by the public. Targeted Victory's Confidential Information shall include, without limitation, the Targeted Victory Materials.

(b) **Exceptions.** Confidential Information shall not include information if, and only to the extent that, the recipient establishes that the information: (i) is or becomes a part of the public domain through no act or omission of the recipient; (ii) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the recipient by a third party without restriction on disclosure; or (iv) is independently developed by the recipient.

(c) **Compelled Disclosures.** If either party is required by law to disclose any Confidential Information of the other party, such party shall provide to the other party prompt notice of such request, to the extent practicable, so that party whose Confidential Information is to be disclosed may seek an appropriate protective order or waive compliance with the provisions of this Agreement or both. If, absent the entry of a protective order or the receipt of a waiver under this Agreement, the party so obligated is, in the written opinion of such party's legal counsel legally compelled to disclose such information, under penalty of liability for contempt or other censure or penalty, such party may disclose such information to the persons and to the extent required without liability under this Agreement.

(d) **Nondisclosure Obligations.** The obligations of the recipient of Confidential Information with regard to the Confidential Information that constitutes trade secrets of the other party remain in effect for as long as such information shall remain a trade secret under applicable law and, with regard to all other Confidential Information, shall remain in effect during the term of this Agreement and for two (2) years thereafter. Notwithstanding the restrictions in this Section 2, Client grants to Targeted Victory a non-exclusive, perpetual, transferable, royalty-free right to analyze, store, enhance, customize, adapt, copy, translate, transmit, create derivative works from and otherwise use the data generated by Targeted Victory hereunder in the performance of the Services (collectively, "Client Data").

3. Indemnification.

(a) **Targeted Victory Indemnification.** Subject to Section 3(c) below, Targeted Victory will indemnify, defend and hold Client and Advertiser harmless from and against any and all

costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding brought by any third party against Client and/or Advertiser (i) alleging that the use of the Services as permitted hereunder infringes any United States patent, United States copyright or United States trademark, (ii) arising out of Targeted Victory's breach of any of its representations, warranties or covenants made in this Agreement or (iii) that is attributable to or otherwise alleges any violation of any applicable law by Targeted Victory, including, without limitation, any violation of any self-regulatory best practice standards or (iv) arising from the gross negligence or intentional misconduct of Targeted Victory, and/or its officers, directors, employees, agents or subcontractors. The foregoing obligations will not apply to the extent the claim arises solely as a result of (a) any use of the Services by Client in a manner other than as specified in this Agreement; (b) any use of the Services by Client in combination with other products, equipment, devices, software, systems or data not supplied by Targeted Victory to the extent such claim is caused by such combination; (c) any alteration, modification or customization of the Services made by any party other than Targeted Victory if such infringement would not have occurred without such alteration, modification or customization or (d) any services of third parties made available to Client through its use of the Services without the direction or control of Targeted Victory. If Client's use of the Services is, or in Targeted Victory's opinion is likely to be, enjoined as an infringement, dilution, or misappropriation of any third-party intellectual property right, Targeted Victory shall at its discretion and expense: (i) procure for Client the right to continue to use the Services under the terms of this Agreement; (ii) replace or modify the Services or portions thereof so that it is non-infringing and substantially equivalent in function to the Services as enjoined; or (iii) terminate this Agreement and/or any SOW in whole or in part.

(b) Client Indemnification.

(1) Subject to Section 3(c) below, Client shall indemnify, defend, and hold Targeted Victory harmless from and against any and all Losses resulting from any claim, suit, action, or proceeding brought by any third party (including any claim brought by an Advertiser) against Targeted Victory (i) alleging that any materials provided by Client or any use thereof in accordance with this Agreement, infringes the intellectual property rights or proprietary rights of others, or has caused harm (in the nature of defamation or a right of privacy violation) to a third party, (ii) arising out of Client's breach of any of its representations, warranties or covenants made in this Agreement, (iii) that is attributable to or otherwise alleges any violation of any applicable law by Client, including, without limitation, compliance with data privacy laws or any violation of any self-regulatory best practice standards including, but not limited to the IAB Code of Conduct, Network Advertising Initiative's (NAI) Self-Regulatory Principles, the NAI Web Beacon Guidelines and the FTC Self-Regulatory Principles for Online Behavioral Advertising or (iv) arising from gross negligence or intentional misconduct of Client or its Advertisers, officers, directors, employees, agents or contractors. Client also agrees to indemnify, defend, and hold Targeted Victory harmless from and against any and all Losses resulting from a third party claim arising from any Objectionable Content used or transmitted by Client.

(2) Client hereby agrees to indemnify, defend and hold Targeted Victory harmless from any Losses arising from complaints, investigations or suits regarding the Client's or its Advertiser's campaign unless such Loss results from Targeted Victory's knowing, willful, negligent or purposeful violation of the law.

(c) Indemnification Procedure. With respect to any third party claims or proceedings, the indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not

remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement provided that the indemnifying party will not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost) and allow the indemnified party to participate in the claim with counsel of its own choosing at the expense of the indemnified party.

4. Independent Contractor. Targeted Victory shall at all times be an independent contractor hereunder, and not a co-venturer, partner, agent, employee or representative of Client. No change in Targeted Victory's duties as a consultant of Client shall result in, or be deemed to be, a modification of the terms of this Section.

5. Privacy Policy.

(a) During the term of this Agreement, Client shall ensure that it and its Advertiser(s) maintains a privacy policy that complies with all laws, rules and regulations and notifies users of its data collection practices. Client represents and warrants that Client complies with all laws, rules and regulations regarding the collection, use and disclosure of data collected from or about end users.

6. General Provisions.

(a) Disclaimer. THE SERVICES AND TARGETED VICTORY MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. TARGETED VICTORY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES AND TARGETED VICTORY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, OR ERROR FREE OPERATION (EVEN IF CREATED BY THE INTERNATIONAL SALE OF GOODS CONVENTION, AND WHETHER OR NOT TARGETED VICTORY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, TARGETED VICTORY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CLIENT WITH RESPECT TO THE SERVICES AND TARGETED VICTORY MATERIALS PROVIDED UNDER THIS AGREEMENT. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

(b) Limitation of Liability and Damages.

(1) NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

(2) UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES AND CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE,

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EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO TARGETED VICTORY UNDER THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE ACTION OR CLAIM FOR THE SERVICES WHICH FORMS THE BASIS OF THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMITATION.

(3) THE AFOREMENTIONED EXCLUSIONS OF DAMAGES AND LIMITATIONS OF LIABILITY SHALL BE INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY OR LIMITED REMEDY STATED HEREIN, AND SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Attorneys' Fees. In the event of any litigation to interpret or enforce any rights under this Agreement, the prevailing party shall have the right to recover their costs of litigation including, without limitation, reasonable attorneys' fees.

(d) Governing Law; Venue. It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the Commonwealth of Virginia of without regard to its rules of conflicts or choice of laws. Each party hereby consents and agrees to the exclusive jurisdiction of the courts of the Commonwealth of Virginia in connection with any suit, action or proceeding brought by a party arising out of or related in any manner to this Agreement. Each party agrees that the service of process by mail shall be effective service of same and that such service shall have the same effect as personal service within the Commonwealth of Virginia and result in jurisdiction over such party in the appropriate forum in the Commonwealth of Virginia.

(e) Export Regulation. The Services, including any Work Product, software, documentation and any related technical data or output included with, contained in, or resulting from, such Services, (collectively, "Regulated Materials") may be subject to US export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. The Client shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Materials to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Materials is prohibited by applicable federal or foreign law, regulation or rule. The Client shall be responsible for any breach of this Section 6(e) by its Advertiser, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, customers, agents, distributors, resellers or vendors. The Client and its Advertiser(s) shall comply with all applicable federal and foreign laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting or releasing any Regulated Materials. The Client shall provide prior written notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such Regulated Material from the Client with the intent to export.

(f) Assignment; Change of Control. Neither party may assign this Agreement or any of the rights or duties hereunder to any person without the other party's prior written consent. If either party experiences a change of control, any license granted or Services agreed to pursuant to this Agreement shall inure to the benefit of affiliated entities. Targeted Victory may freely enter into outsourcing agreements, service agreements or other arrangements for the performance of its obligations hereunder, but no such arrangement shall impair Targeted Victory's liability for its obligations under this Agreement.

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(g) Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by courier service (with proof of service), facsimile transmission, e-mail transmission, hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), to the parties respective addresses as set forth on the signature page to this Agreement.

(h) No Third Party Beneficiaries. The parties agree that the Agreement is for the benefit of the parties hereto and is not intended to confer any legal rights or benefits on any third party and that there are no third party beneficiaries to the Agreement.

(i) [Intentionally omitted]

(j) Successors and Assigns. Subject to Section 5(e) above, this Agreement shall be binding upon, and shall inure to the benefit of, Client and Targeted Victory, and their respective heirs, personal and legal representatives, successors and permitted assigns.

(k) Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by law.

(l) Entire Agreement; No Waiver. This Agreement contains the entire agreement and understanding by and between Client and Targeted Victory and no representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

(m) Headings. Headings of the sections and subsections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretative effect whatsoever.

(n) Gender; Number. The use of either gender herein shall be deemed to be or include the other gender or the neutral form, as appropriate, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

(o) Survival. Those provisions of this Agreement which by their terms extend beyond termination or expiration of this Agreement (including, without limitation, Sections 1(e)(i)(j), 2, 3, 4 and 6) shall survive the execution, delivery, suspension, expiration or termination of this Agreement or any provision hereof and shall remain in full force and effect.

(p) Counterparts. This Agreement may be signed in counterparts, each of which will be deemed to be an original, as against any party whose signature appears thereon and all of which together constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signature of all of the parties

reflected hereon as signatories. A faxed or electronic signature or a signature in PDF format will have the same legally binding effect as an original signature.

IN WITNESS WHEREOF, Client and Targeted Victory have duly executed this Agreement effective for all purposes and in all respects as of the Effective Date.

[Signature page follows]

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Targeted Victory, LLC:

By: [Signature]

Date: 3/24/2015

Name: Zachary Moffatt

Title: Partner

Address:
1033 N. Fairfax St. Ste. 400
Alexandria, VA 22314

Client: MSLGROUP Americas, Inc.,
d/b/a Qorvis MSLGROUP By:

[Signature]
Date: _____

Name: [Signature]

Title: [Signature]

Address:

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EXHIBIT A

Services and Fees. The following Services and Fee Schedule shall commence on the Effective Date and shall continue as indicated below, unless otherwise agreed upon in writing by both parties. Targeted Victory will only undertake work to provide Services that have been requested by Client and agreed upon in writing. In addition to the terms set forth in Section 1(d), Compensation, and unless otherwise agreed to in writing by both parties, Client shall pay all payments due pursuant to this Agreement upon receipt of an invoice. Targeted Victory shall bill Client at the end of each month.

Service	Fee*	Length of Service
Digital Consulting	\$40,000/month	Agreement Term
Zignal Labs Analysis	\$15,000/month	90 Days from the Effective Date (Test Period)

*Fees are subject to change based on the scope and volume of the Services requested.

Additional Payment Terms. Notwithstanding Section 1(d) and (e), Compensation, TV understands and agrees that Client shall make commercially reasonable best efforts to make payment of all of its fees hereunder on Advertiser's behalf, conditional upon Client having received payment from Advertiser for same. TV agrees that Client, acting as an agent for Advertiser, is not responsible for such fees unless Client has been fully and timely paid for such fees.