

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 <sup>1</sup> <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								

<sup>1</sup> "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