

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended<sup>1</sup>**

**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 country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee             |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association | <input type="checkbox"/> 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

<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.

b) Is this foreign principal:

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

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 18<sup>th</sup> 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 or 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](mailto: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 WATHINSON	Name: JULIAN WHEATLAND
Date: 17/09/17	Date: 19/9/17
Title: DIRECTOR	Title: GROUP COO