Received by NSD/FARA Registration Unit 12/03/2019 10:48:25 AM

OMB No. 1124-0006; Expires May 31, 2020

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 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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .22 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, FARA 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
Hathaway Strategies, LLC

2. Registration Number
6761

3. Primary Address of Registrant
303 N Alabama Street, Suite 390, Indianapolis, IN 46204

4. Name of Foreign Principal
Royal Embassy of Saudi Arabia

5. Address of Foreign Principal
610 New Hampshire, NW
Washington, DC 20037

6. Country/Region Represented
SAUDI ARABIA

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* N/A
- [ ] Individual-State nationality N/A

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

a) Branch or agency represented by the registrant
Royal Embassy of Saudi Arabia

b) Name and title of official with whom registrant engages
Saud Kabili, Director of Communications

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

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

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of engagement

N/A

10. 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.

N/A

b) Is this foreign principal:

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

11. Explain fully all items answered "Yes" in Item 10(b).

N/A

12. 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.

N/A

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, 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	Printed Name	Signature
12/03/2019	Anne F. Hathaway	/s/Anne F. Hathaway

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OMB No. 1124-0001, Expires May 31, 2020

U.S. Department of Justice
Washington, DC 20530

Registration Statement

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, 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	Printed Name	Signature
12/1/2019	ANNE F. HATHAWAY	Anne F. Hathaway

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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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .32 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, FARA 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	2. Registration Number
Hathaway Strategies, LLC	6761

3. Name of Foreign Principal
Royal Embassy of Saudi Arabia

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. What is the date of the contract or agreement with the foreign principal? 11/26/2019

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Engage in public relations and media management services for the client.

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

Advise and consult on public relations and communications for the client.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

N/A

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

N/A

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

12. During the period beginning 60 days prior to the obligation to register[3] this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
N/A	N/A	N/A	N/A

Total: N/A

13. During the period beginning 60 days prior to the obligation to register[4] this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

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

Date	To Whom	Purpose	Amount
N/A	N/A	N/A	N/A

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, 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	Printed Name	Signature
12/03/2019	Anne F. Hathaway	/s/Anne F. Hathaway

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Registration Statement

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Date	Printed Name	Signature
12/1/2019	ANNE F. HATHAWAY	Anne F. Hathaway

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510 East Locust Street
Suite 200
Des Moines, Iowa 50309

Agreement for Services

WHEREAS, LS2group ("Client"), an Iowa Limited Liability Corporation, proposes to retain the services of **Hathaway Strategies, LLC** ("Consultant") to consult with on various public affairs matters of relevance to LS2group solely as an independent contractor, and to perform consulting services ("Services") as set forth in this Agreement ("Agreement").

WHEREAS, when accepted and signed by both Consultant and Client, this document will constitute our Agreement for those Services.

NOW, THEREFORE, this Agreement is made effective as of **November 22, 2019** between Client and Consultant.

Term, Services and Compensation

Consultant is hereby retained to engage in public relations and media management services for Client. Consultant will also provide government relations work for Client. Specific issues to be addressed and services to be performed by Consultant will be communicated on a regular basis to Consultant as determined by Client.

This Agreement shall become effective as of **November 22, 2019, and shall continue until October 31, 2020, unless terminated earlier.** Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time giving ten (10) business days written notice to the other party. Client shall continue to pay to Consultant on a pro-rate basis the monthly fee set forth in this agreement until proper notification is given.

The specific consulting Services and the specific times such Services are to be performed shall be mutually agreed upon by Consultant and Client or such other person as Client may designate on behalf of Client. Client expects Consultant to devote the number of hours as is reasonably necessary to fulfill the purposes of this Agreement.

Consultant will be in control of the manner and means of the performance of the Services provided under this Agreement, and Consultant will provide reports to Client on a timely basis regarding the specific Services performed and regarding the status of assignments given.

Consultant shall be paid a total fee at the monthly rate of **$10,000 per month** for Services during the period this Agreement remains in effect. In addition, Client will pay Consultant an additional amount as reimbursement of PRE-APPROVED business expenses reasonably incurred by Consultant incident to proper completion of Services under this Agreement.

Consultant agrees to provide Client, in a form acceptable to Client, a written listing of all necessary out-of-pocket business expenses incurred by Consultant in connection with this Agreement (such as travel expenses, and other communication charges), together with originals or copies of supporting receipts or other documentation, understanding expenses will only be reimbursed if pre-approved by Client and appropriate for the completion of the project.

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Consulting fee and expense reimbursement invoices are due to Client in a timely manner. Each invoice shall contain a description of the project that Consultant is undertaking pursuant to each order along with documentation of time tracking hours for the Services performed, and the expense invoice should reflect expenses incurred during the previous 30-day period.

The monthly fee will not be paid to Consultant unless: 1) This Consulting Services Agreement has been signed and returned by Consultant: and 2) the Consultant has submitted the respective monthly invoice 3) LS2group has been paid in full by the end client.

The invoice shall be sent by email or mail to LS2group, 510 East Locust, Ste 200, Des Moines, Iowa 50309.

It is understood and agreed that LS2group will invoice the end client for Consultant's services after LS2group receives an invoice from Consultant. LS2group shall pay Consultant's invoice within fifteen (15) days of receiving payment on such invoice from end client. In no event shall LS2group be liable to pay Consultant any amount for Consultant's fees or expenses unless and until such amount has been advanced or reimbursed by end client to LS2group.

Consultant will keep Client informed from time to time as to the identity of any individual or individuals employed and/or retained by Consultant who may be performing services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility.

If any employee, agent, or independent contractor of Consultant's performs Services under this Agreement in an unsatisfactory manner or otherwise is not acceptable to Client or its client, Client will inform Consultant and Consultant agrees to remove such employee, agent or independent contractor from any and all work Consultant is performing for Client or any of its clients under this Agreement.

Consultant shall be responsible for all Services to be provided under this Agreement. Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner. Consultant agrees to indemnify Client and its client or clients for whom Consultant is providing services and hold them harmless from any cost or expenses, including attorney fees, resulting from any and all liability or loss arising in any way out of the performance of Services under this Agreement.

All services rendered by Consultant under the terms of this Agreement will be rendered in accordance with all applicable federal and state laws and regulations, including, without limitation, the Federal Election Campaign Act of 1971, as amended, the Gift Rules Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, and the Lobbying Disclosure Act of 1995, as amended, and the Political Reform Act. Furthermore, in relation to the Services Consultant will provide under this Agreement, Consultant will appropriately and timely file with governmental entities any and all disclosures and other reports as may be required by law or regulation. In addition, Consultant shall maintain a record retention protocol that is necessary for compliance with state and federal statutes and rules, including but not limited to the retention of billing records, time sheets, lobbying records, bank statements, and tax documents.

Confidentiality

Consultant acknowledges that Consultant may have access to written, computerized, oral, and other confidential information, which is highly proprietary to Client and its clients, and the disclosure

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of which, beyond Client and its employees and consultants, is not authorized. Consultant agrees that Consultant will not disclose or use any confidential information, in any form, for any purpose, except with Client's express, written, prior approval or with the express written, prior approval of such designee as Client may choose. This provision does not apply to information already in the public domain through no fault of Consultant, or disclosure required by law or court order.

Consultant will assume that all information Consultant will receive in the course of Consultant's consulting Services under this Agreement is confidential, unless such information clearly is in the public domain.

Consultant (and Consultant's employees, agents, or independent contractors) will not, during or after the term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm or other business entity for any purpose whatsoever, any information which was disclosed to Consultant as a consequence of or through Consultant's services to Client or any of its clients under this Agreement.

Each employee, agent, or independent contractor of Consultant's who provides Services under this Agreement must sign Consultant's own confidentiality agreement adhering to the provisions of this Agreement. Consultant will keep such agreements on file, and Client may request copies of such agreements at any time.

Immediately upon the termination of this Agreement, Consultant will deliver to Client (without retaining any copies thereof), any and all documents, magnetic tape recordings, computer disks and files, work products, statements or other written information obtained from Client or any of its clients that contain, are based upon, or are generated from confidential information.

Further, all other documents constituting confidential information shall be destroyed unless any such documents relate in any way to a legal action or subpoena involving Client or any of its clients, or other legal requirement to maintain certain records. The return and destruction of documents herein shall in no way obviate Consultant's obligations to maintain the confidentiality of the confidential information.

In furtherance of client confidentiality, Consultant hereby affirms that Consultant has in place, and in force, a Document Retention Policy that is reasonable and necessary in the context in which Consultant and Consultant's consulting business is engaged.

Consultant acknowledges that any violation by Consultant of these confidentiality provisions (or any violation by any employee, agent, or independent contractor of Consultant's) at any time both during and after the term of this Agreement will produce severe damage and injury to Client and/or its clients.

In the event of the breach, or threatened breach, by Consultant of these provisions, Client and/or its clients shall be entitled to seek injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach.

These remedies shall be in addition to all other remedies available to Client and its clients in law or in equity, including but not limited to the right to recover from Consultant any and all damages that may be sustained as a result of the breach. If an attorney is retained to enforce these confidentiality provisions, the prevailing party shall be entitled to reasonable attorneys' fees, including any such fees set by the trial or appellate court upon trial or appeal.

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Loyalty, Non-Solicitation and Agreement Not to Compete

During the term of this Agreement, Consultant may provide services to other parties provided such services do not conflict with the interests of Client or the Client's client for which Consultant is performing Services under the terms of this Agreement, or otherwise interfere with the Services to be rendered under this Agreement. With respect to any work Consultant may perform for other parties where such work could be reasonably perceived to be in conflict with Client or the Client's client for which Consultant is performing Services under the terms of this Agreement, Consultant will keep Client informed from time to time as to the identity of any such parties to whom Consultant is providing services as well as providing information as to the nature and scope of activities Consultant is providing for such parties.

During the term of this Agreement, Consultant (and Consultant's employees, agents, and independent contractors) will refrain from any action or conduct, which is inimical or opposed to the interests of Client or the Client's client for which Consultant is performing Services. Consultant will promptly advise Client of any possible conflict of interest.

Consultant (and Consultant's employees, agents, and independent contractors) shall not at any time during the term of this Agreement, or for a period of 18 months immediately following the termination of this Agreement, for Consultant or for any other person or entity, seek to perform or perform any services for any client of Client that Consultant performed services for during the last 12 months prior to Consultant's termination.

Consultant (and Consultant's employees, agents, and independent contractors) further agree that for a period of 18 months immediately following Consultant's termination, Consultant shall not directly or indirectly entice, encourage or otherwise ask current Client's employees or consultants to leave their current employment or consulting engagement with Client to work with or for any other person or entity that is engaged in the same line(s) of business that Client is engaged.

General Provisions

The rights and obligations under this Agreement may not be assigned or delegated, in whole or in part, to any other party or parties without the prior written consent of Client to any such assignment or subcontract shall not relieve Consultant of any liability for the performance of this Agreement may withhold its consent in is sole and unfettered discretion.

To the extent that the work product delivered to Client hereunder includes material subject to copyright, Consultant agrees that the work product is done as a "work for hire" as that term is defined under United States copyright law, and that as a result, Client shall own all copyrights in the work product. To the extent that the work product does not qualify as a work for hire under applicable law, and to the extent that the work product includes material subject to copyright, patent, trade secret, or other proprietary right protection, Consultant hereby assigns to Client, its successors and assigns, all right, title and interest in and to the work product, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Consultant shall execute and deliver such instruments and take such other action as may be required and requested by Client to carry out the assignment contemplated by this paragraph. Any documents, magnetically or optically encoded media, or other materials created by Consultant pursuant to this Agreement shall be owned by Client and subject to the terms of this paragraph.

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All rights of the parties under this Agreement shall survive the conclusion or termination of this Agreement. Notwithstanding the preceding paragraph, Client shall have the right to terminate this Agreement at any time, or in the event that (a) Consultant fails to perform Consultant's Services with the highest standards of skill and care, (b) Consultant is otherwise in breach of any of the terms of this Agreement, or (c) upon the termination of any agreement between Client and its client(s) for the Services Consultant is to perform under this Agreement. If this Agreement is terminated for any reason, Client will be obligated to pay Consultant for all Services performed under this Agreement through the date of termination, and shall have no further obligation under this Agreement thereafter.

Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Client or any of its clients, or to be deemed to provide Consultant with the power or authority to act for or on behalf of Client or any of its clients, or to bind Client or any of its clients to any contract, agreement, or arrangement with any other person, except as specifically set forth herein.

Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of Client or any of its clients. Client or any of its clients will not be responsible for the payment of, or withholding of, federal and state income taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workers compensation insurance, and any other similar personnel costs in connection with the Services performed under this Agreement. Under no circumstances will Consultant or any of Consultant's employees or subcontractors or representatives be entitled to any form of fringe benefit or employee benefit from Client, including, but not limited to, any pension, deferred compensation, 401(k), retirement, disability, health insurance or life insurance benefit or coverage, and Consultant, Consultant's employees, representatives, agents and subcontractors expressly and irrevocably waive any such entitlement.

Consultant agrees to procure from the proper authority all permits and licenses which may be required in Consultant's performance of the Services, and to pay all excise, license, occupation, and other taxes which may become payable to any authority by reason of the Services. Consultant agrees to comply, and shall ensure that Consultant's employees, agents and/or subcontractors comply, with all federal, state, county, and municipal laws, rules, regulations, and ordinances applicable to the performance of the Services

Except as provided in the paragraph immediately below, the parties agree that any action or proceeding arising out of or relating to this Agreement and all claims in respect of the action or proceedings may be heard and determined in a court with jurisdiction sitting in the State of Iowa. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the State of Iowa without giving effect to any choice of conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa.

Notwithstanding the provisions of the paragraph immediately above, Client may, at its election, and prior to the filing of any action in any court by either Client or Consultant, refer any dispute or controversy between the parties arising from or relating to this Agreement to binding arbitration to be held in the State of Iowa, in accordance with the rules of the American Arbitration Association then in effect.

If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be

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affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be valid.

The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way effect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provisions, or as a waiver of the provision itself.

Each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of the action. All notices, requests, demands, and other communications which are required or may be given under this Agreement, except as herein provided, shall be in writing and shall be deemed to have been duly given when received if personally delivered, two (2) days after it is sent if sent by recognized expedited delivery service; and upon receipt, if mailed, certified mail, return receipt requested. In each case communications shall be sent to the address set forth below the party's name on the signature page hereto.

This Agreement supersedes all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement constitutes the entire understanding between Consultant and Client with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the parties unless in writing and signed by both parties.

The undersigned have executed this Agreement on the dates written below their signatures and to be effective as of the date in paragraph #2 above.

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Client:

LS2group
510 East Locust, Ste 200
Des Moines, Iowa 50309

By: _____

Date: _____

Consultant:

Hathaway Strategies, LLC
303 North Alabama Street, Suite 390
Indianapolis, IN 46204

By: [signature]

Date: 11/26/19

EIN/SSN: 27-0296017

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