

# scl elections

## Digital Summary: SCL Digital



Prepared for **SCL Elections** by **AggregateIQ Data Services** on March 28th, 2014



**AGGREGATEiQ**  
DATA - INTELLIGENCE

# SUMMARY

AggregateIQ will deliver a high availability, scalable engagement platform that leverages the strength of SCLs modeling data, providing an actionable toolset and dashboard interface for district, state, and national campaigns. This will consist of an Android based canvassing application (SCL Connect) and a bespoke engagement platform (SCL Engage) to help make SCLs microtargeting data actionable while making campaigns more accountable to donors and supporters.

# PRIMARY FEATURES

- Supports 100+ million individuals, 30+ million households, and 20,000+ users.
- Detailed analysis & reporting including heat maps, electoral math, trends etc.
- Live updates and monitoring from SCL with messaging and activity logging.
- Real-time data updates for Canvassing and GOTV.
- Robust, scalable architecture and on-demand campaign creation.
- SecureSSL with 2 factor authentication and single sign-on for volunteers.
- Intuitive interface that illustrates insight through powerful visualizations.

# SCHEDULE

Development will commence on March 31st, 2014 and be distributed into the following three phases:

## SCL USA - Phase 1

Duration: 14 Weeks (March 31st, 2014 - July 5th, 2014)

Description: Phase 1 development consists of an Android Canvassing Application that connects to an Engagement Platform. The Engagement Platform contains the modules required for initial field testing and demonstrating the ability and performance of the Mobile Canvassing App



**Campaign Dashboard:** A real-time display that shows electoral math, daily/weekly targets, canvassing results, complete activity logging, detailed campaign metrics and top performers.



**Scheduling:** Campaign scheduling tool with shared calendar and calendar/email integrations with iCal formatted messages.



**Manage My Team:** View your campaign team with a full hierarchy. See team and individual performance, adjust volunteer and user permissions, send emails and SMS messages to volunteers and see full metrics on their performance.



**Phone Banking:** Create and schedule volunteer phone banks, choose phone bank volunteers, and assign target groups/locations.



**Query Builder:** Build and run custom queries and searches. Save them for later or share with others.



**Turf Cutting / Canvassing:** Narrow down your targeted lists to specific neighbourhoods, walkroutes, and streets for optimal canvassing. Add instructions for canvassers and print paper walkroutes and lists, or send to the SCL Connect canvassing App.



**Groups and Tags:** Build static and dynamic lists to assign or tag electors or for use in canvassing, emailing, phone banking etc.



**Physical Mail:** Create bulk mailings and prepare them for printing locally in office, through a local provider, or through a trusted national bulk mail partner.



**Bulk E-mail:** Create individual or bulk email based on targeted groups. Send email through trusted national partners for optimal penetration and worry free sending.

## SCL USA - Phase 2

Duration: 8 Weeks (July 7th, 2014 - August 31st, 2014)

Description: Phase 2 development consists of further enhancements to the Engagement Platform with rigorous field testing of the Mobile Canvassing App and data communications.



**Robodialing/IVR Polling:** Create automated phone calls with interactive voice response technology to allow for mass telephone messaging and surveys.



**Social blasts/posting:** Connect to Facebook/LinkedIn etc to post campaign messages through supporters and volunteers.



**Online Marketing/Ads:** Create and optimize online advertising through banners, Google, Facebook, apps and other websites.



**Message Management/Workflow:** Have suggested messages arrive at the campaign office for approval and sending after a central campaign review process.



**Bulk SMS:** Send single or mass SMS messages to target individual voters, or groups of voters.



**TV / Radio Buys:** Forms and contacts to order radio and television advertising based on Neilson Blocks and local coverage.



**Detailed Reports:** Detailed Campaign reporting and printed materials.



**Get Out The Vote (GOTV):** Get out the vote live performance metrics and real-time analytics and visualization. Create campaign bus pickup lists, schedule reminder phone calls, mark off voters who have already voted, and message through email, SMS, social media.

## SCL USA - Phase 3

Duration: 8 Weeks (September 1st, 2014 - November 5th, 2014)

Description: Phase 3 development consists of onboarding new campaigns, data import, support and ongoing maintenance and covers the period leading up to and during the USA 2014 campaign cycle.



**Maintenance:** Monitor and continue to test the fully implemented system and respond to requests for new features or enhanced functionality from users.



**Onboarding New Campaigns:** Help campaigns embed the engagement tool into their campaign and help complete data mapping for their tags and groups to meet individual campaign needs.



**Campaign Data Import:** Work with campaigns to help gather existing data, normalize it, import it into their instance for use by both SCL and the campaign.



**Campaign Support:** Support the campaigns in their day-to-day use of the engagement platform with setup, training, and ongoing technical support.

## COST/BUDGET

### SCL USA - Phase 1 (March 31st, 2014 - July 5th, 2014)

Cost: \$295,000

### SCL USA - Phase 2 (July 7th, 2014 - August 31st, 2014)

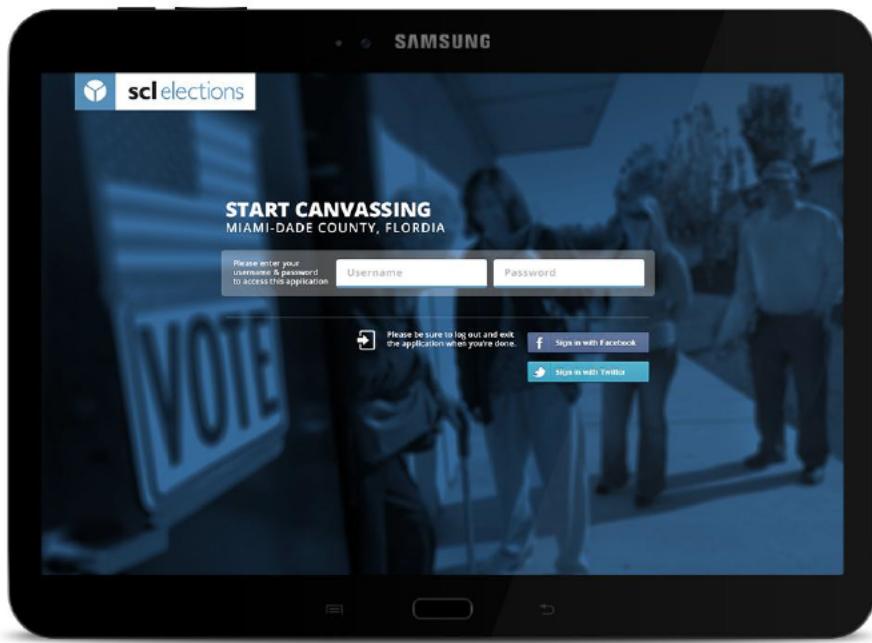
Cost: \$155,000

### SCL USA - Phase 3 (September 1st, 2014 - November 5th, 2014)

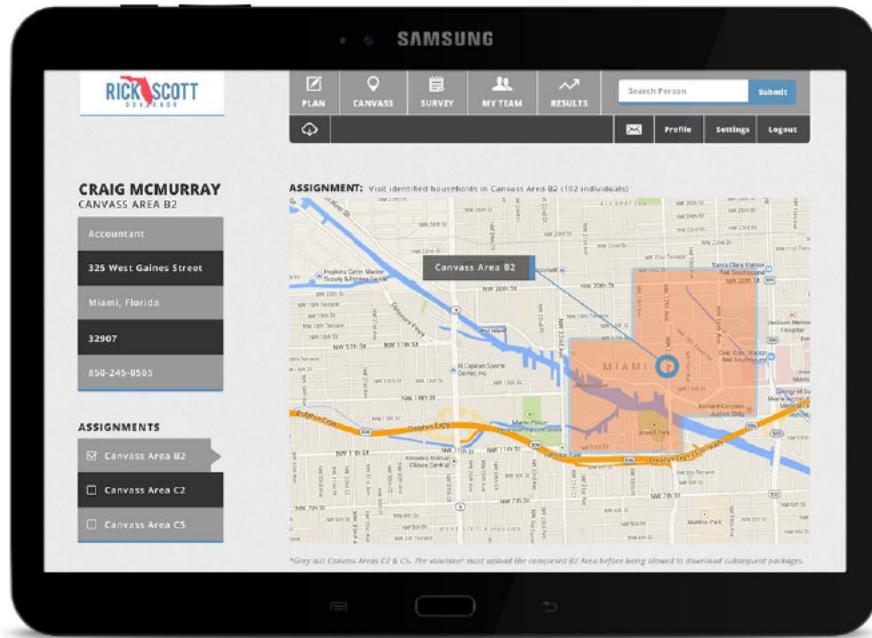
Cost: \$125,000

\* Example server and hosting costs for small and large campaigns will be forthcoming. The above costs do not include the IT and Server infrastructure for the campaigns, nor do they include any travel or accommodation required to meet with campaigns or SCL.

# SCL CONNECT - ANDROID CANVASSING APPLICATION



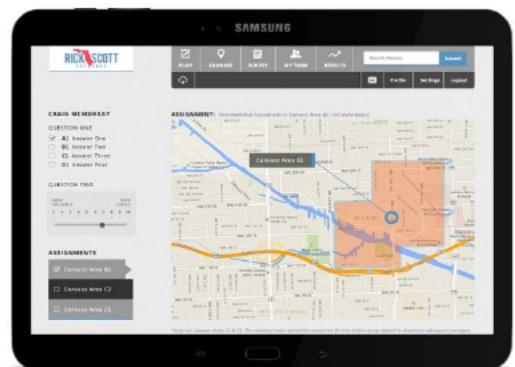
Concept art illustrating login screen for SCL Connect Android app.



Concept art illustrating a walk route for a selected canvassing area.

## KEY FEATURES

- Create canvassing packages of adaptive surveys, multi-media, and other predefined content for a target audience - works in both online and off-line mode on Android tablets.
- Easy-to-follow walk routes, maps, and canvasser instructions.
- Secure package download, storage, scoring and upload of responses.
- Canvasser auditing to monitor progress and performance.
- Remote shut-down / disable.
- Supports English and Spanish.
- Designed for Samsung Galaxy Tab 3, 7".



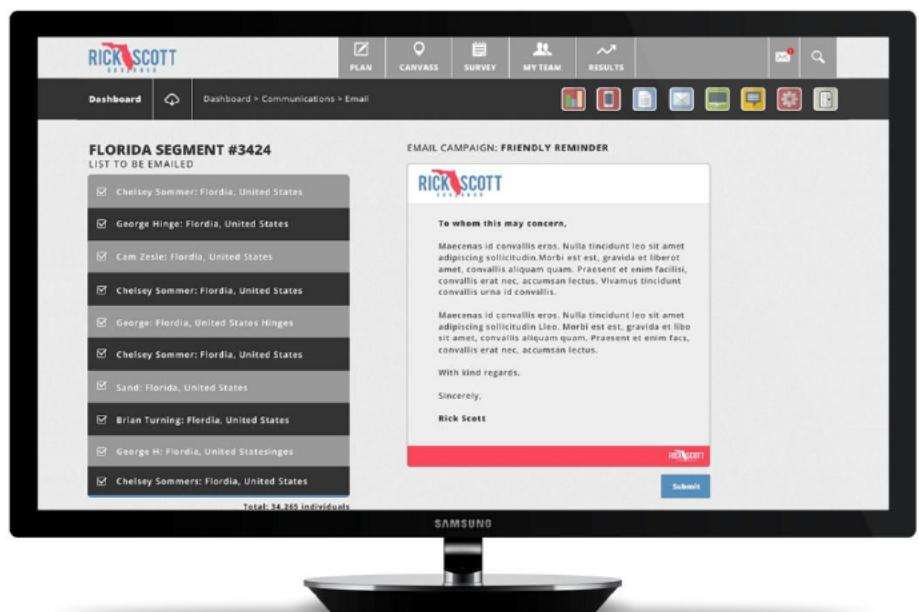
# SCL ENGAGE - ONLINE ENGAGEMENT PLATFORM

## KEY FEATURES

- Detailed campaign dashboard with real-time analytics
- Integrated turf-cutting and canvassing module
- Comprehensive query builder and constituent tagging
- Robust phone banking and predictive dialling for efficient use of volunteer time.
- SMS Integration for bulk and individual text messaging.
- Email messaging and analytics.
- Detailed reporting and printing.
- GOTV tools with live updates and easy-to-use list creation.



**Concept art illustrating basic SCL Engage dashboard functionality.**

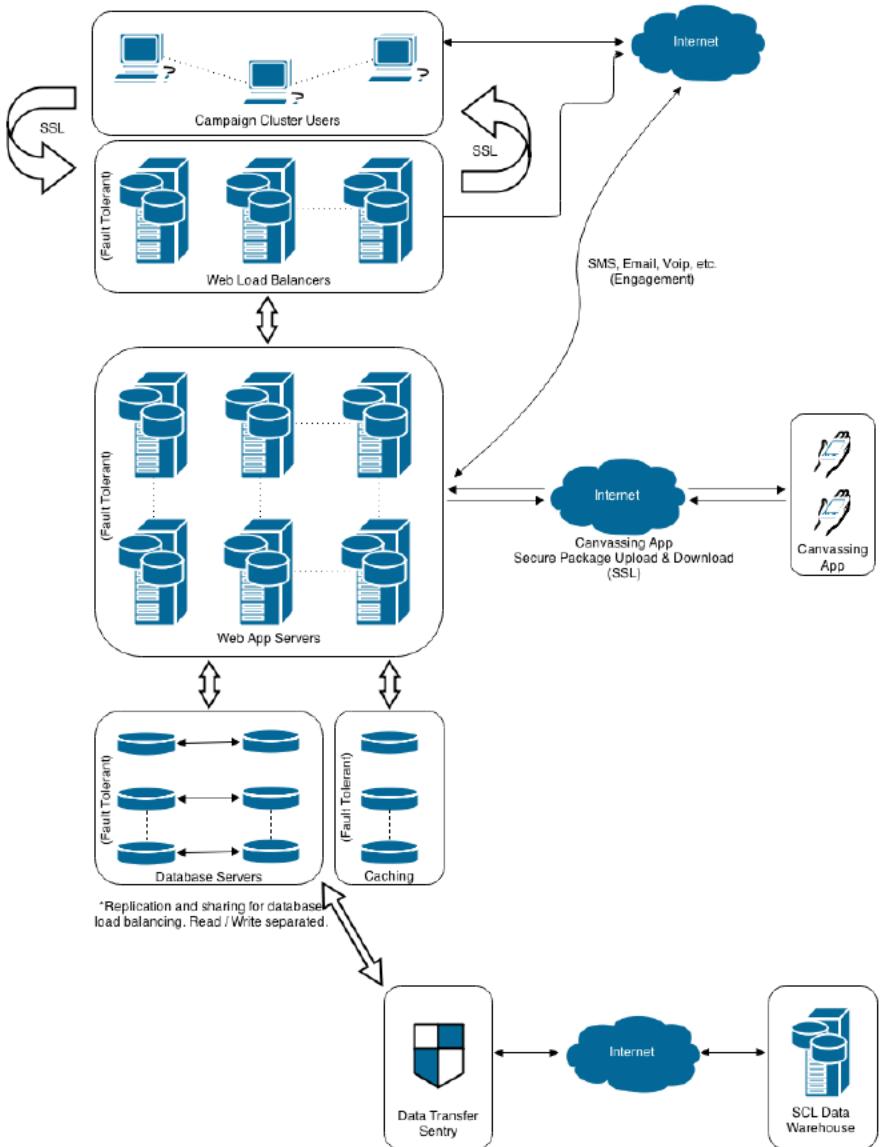


**Concept art of bulk e-mail functionality to a list of segmented voters.**

# SYSTEM ARCHITECTURE

To facilitate high-availability and scalability, the system will be built on industry standard components that have a proven history of use in highly secured and available systems. The technology stack for each campaign tentatively includes: Apache and/or Nginx for web serving, HAProxy for load balancing, PHP with possible C extensions for application processing, MySQL for long term data storage, and Redis for short term data storage and caching. All aspects of the cluster will be tuned by industry experts for maximum performance, minimal operational cost, and enhanced security. By using well-known open source products and programming methodology we can ensure the integrity of all aspects of the cluster and ensure the code is easily portable and maintainable.

It is anticipated that a cluster of servers be deployed in tier 2 or higher datacenters (for maximum up time reliability) as virtual machines so that they may be quickly expanded or contracted to meet the load needs of the campaign in question. Campaign clusters will vary in size from as little as 2 or 3 server instances to 20 or more based on the size of the constituency. Larger campaigns will have load balancing implemented at all levels (web server, application processing, database, and data transfer) to ensure maximum scalability is realized. Further, all layers of the campaign cluster will be designed with N+1 redundancy to ensure that should a server fail the cluster remains online and functional.



**Diagram showing scalability and connection to SCL Data Warehouse.**

Due to the ease of spinning up additional server clusters (once the first one is developed) ensures we can easily deploy systems in datacenters physically closest to the system users, providing the lowest latency possible for campaign users.

The application stack has been divided into scalable layers. The top level being system load balancers that handle and queue web requests from system users, passing them on to the web servers at the next level using appropriate load balancing algorithms. A content management system (CMS) sits on the web servers and allows a fully template driven

display of all campaign engagement tools through a completely secured connection (extended validation SSL being used for connection encryption to the end user). The CMS allows the campaigns freedom to fully style the application however they like and provide integration with other platforms along with highly granular permissions management.

The campaign cluster will periodically need to share and synchronize information with SCL's central data repository. When the campaign cluster is initially spun up, a full data sync will be taken from SCL to the campaign cluster for the relevant data associated with the particular campaign. Further, data obtained through canvassing or other activities will be transferred from the campaign cluster back to the SCL repository for update and further data modeling purposes. SCL will likely engage in processing and updating their data repository with the newly imported data where it would then be pulled back to the campaign cluster and further used for enhanced targeting, persuasion, identification, and mobilization.

The data transfer between the campaign cluster and SCL will be during non-peak utilization hours (of the web application) and over a secure channel. A dedicated server instance in the cluster will be the sole point of transfer from the cluster to SCL to ensure that even if web servers were compromised the connection to SCL will not be compromised. The frequency of data transfers has not yet been finalized but all care will be taken to ensure that the transfers are minimized as much as possible in the interest of bandwidth, processing power, and server utilization. The frequency of communication is anticipated to vary greatly depending on how dynamic a campaign is and its overall size.

# SCL ENGAGE PLATFORM FEATURE LIST

**Campaign Dashboard:** A real-time display that shows electoral math, daily/weekly targets, canvassing results and top performers from the campaign team.

**Campaign Math:** Calculate and display campaign math including win numbers and target universe size.

**Campaign Log:** Display a full log of all campaign activities, alerts, and actions. Search by description, date, or action.

**Campaign Metrics:** Highlight campaign performance and make suggestions for improved campaign effectiveness.

**Scheduling:** Campaign scheduling tool with shared calendar and calendar/email integrations with iCal formatted messages.

**Alerts:** Display alerts and warnings to campaign team including missed opportunities, upcoming scheduled campaign activities, and central campaign suggestions.

**Manage My Team:** View your campaign team with a full hierarchy. See team and individual performance, adjust volunteer and user permissions, send emails and SMS messages to volunteers.

**Team Performance Metrics:** Measure team performance against other volunteers, specific goals or targets, or previous outcomes.

**Turf Cutting / Canvassing:** Narrow down your targeted lists to specific neighbourhoods, walkroutes, and streets for optimal canvassing. Add instructions for canvassers and print paper walkroutes and lists, or send to the SCL Connect canvassing App.

**Query Builder:** Build and run custom queries and searches. Save them for later or share with other users.

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**SMS:** Send single or mass SMS messages to target individual voters, or groups of voters.

**Online Marketing/Ads:** Create and optimize online advertising through banners, Google, Facebook, apps and other websites.

**Message Management/Workflow:** Have suggested messages arrive at the campaign office for approval and sending after a central campaign review process.

**Social blasts/posting:** Connect to Facebook/LinkedIn etc to post campaign messages through supporters and volunteers.

**TV Radio Buys:** Forms and contacts to order radio and television advertising based on Neilson Blocks and local coverage.

**Get Out The Vote (GOTV):** Get out the vote live performance metrics and real-time analytics and

# KEY TEAM MEMBERS

## **Zack Massingham, B.Comm, MBA - CEO and Project Manager**

An entrepreneur and business leader with a broad range of experience in online marketing, advertising, and data acquisition. He has acted as a political campaign director for Provincial and Municipal campaigns in Canada where he implemented census based targeting and constituent engagement systems that contributed to an increase in overall campaign effectiveness.

## **Jeff Silvester, C.E.T., MA - Director and Project Technical Lead**

An IT professional and leadership expert with decades of experience in IT systems, mobile and desktop product development, and infrastructure. He has also worked extensively in politics with the Parliament of Canada and as campaign director, field operations director, and strategic operations for national and local campaigns.

## **Christopher Shannon, BSc - Senior Database Administrator**

A serial web entrepreneur over the last 15 years with a broad range of technical and business skills. He specializes in high volume traffic, big data, web applications and has applied his knowledge across a number of verticals, including web statistics, online marketing, and political campaigning. He has a keen interest in the latest hardware and software and strives to achieve the highest efficiency possible by leveraging proven technologies.

## **Koji Pourseyed - Senior Web Developer**

An experienced systems administrator and software developer skilled in corporate security and database management tools. He has previously worked on technical projects with the Vancouver Film School, the British Columbia Nurses' Union, and many municipal and provincial electoral candidates in Canada.

## **Taylor Leigh, BA - UI/UX Web Developer**

A creative director and graphic designer with years of experience and a keen eye for design. He has led projects for both large corporate clients and small businesses, working closely with each of them to ensure their needs are met. It is his ability to translate ideas and concepts into visual marketing tools, apps, and websites, that has helped improve the brands of clients across North America.



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## SERVICES AGREEMENT

**AGGREGATEIQ DATA SERVICES LIMITED**

And

**CAMBRIDGE ANALYTICA - SCL ELECTIONS LIMITED**





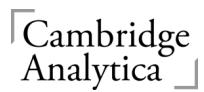
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AIQ Ltd Services Agreement

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**DATE: 15 SEPTEMBER 2014**

**PARTIES:**

- (1) **AGGREGATEIQ DATA SERVICES LIMITED (AIQ)** a corporation organised and existing under the laws of British Columbia and whose registered office is at 320-1070 Douglas Street, Victoria BC, V8W 2C4; and
- (2) **SCL ELECTIONS LIMITED** (company number 08256225) whose trading office is at 108 New Bond Street, London W1S 1EF United Kingdom (**SCL**).

**Preliminary**

- (A) SCL wishes AIQ to provide the Services.
- (B) AIQ accepts such appointment on the terms and conditions set out below.

**1. Appointment and term**

- 1.1 SCL appoints AIQ as a provider of the Services in the Territory.
- 1.2 The appointment will commence on the Commencement Date and continue until such time as one party gives notice of termination to the other in accordance with clause 11 (**Term**).
- 1.3 AIQ will provide the Services to SCL during the Term in accordance with this agreement and the Project Proposal.
- 1.4 The product (the "Product") specification attached hereto as schedule 4 (**Product Proposal**) will be prepared by SCL and will identify the scope of the Product and Services to be provided by SCL, the delivery date(s) and a detailed budget including estimated costs and expenses (**Costs and Expenses**).
- 1.5 In addition to the Services, AIQ will carry out further duties as agreed between the parties in writing from time to time.
- 1.6 This agreement will prevail over any inconsistent terms or conditions contained, or referred to in any other communications, correspondence, terms or material (other than Project Proposals) supplied by either party, or implied by law, trade custom, practice or course of dealing, except in relation to any Intellectual Property Rights which may be created or developed pursuant to this agreement in which event the terms of (a) the Licence and (b) the Intellectual Property Deposit and Transfer Agreement, by and between AIQ and SCL, dated the date hereof, will prevail.

## **2. Fees**

- 2.1 The **Fees** shall be equal to CAD\$575,000 for the services and product included in Schedule 2 of this Agreement.
- 2.2 SCL will pay the Fees in accordance with Schedule 3 in full and cleared funds within 30 days of the date of the invoice submitted by AIQ.
- 2.3 VAT or any other sales taxes (if any) will be excluded from the Fees.
- 2.4 All amounts due under this agreement will be paid by SCL to AIQ in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **3. Third Party Revenue Share**

- 3.1 In the event either party enters into third party arrangements utilizing the Product to generate revenue, the revenue shall be shared between AIQ and SCL.
- 3.2 The contracting party shall be responsible for all costs and expenses in respect of fulfilling the third party contract and shall have full responsibility for negotiating the terms of such contracts, subject to review by SCL or AIQ, as the case may be, prior to finalisation.

## **4. Professional standards and quality of Services**

In relation to the Services, AIQ will:

- 4.1 co-operate with SCL in all matters relating to the Services;
- 4.2 perform the Services in good faith, and will use reasonable skill and care in the performance of the Services;
- 4.3 provide at a minimum a level of skill and care in the performance of the Services that is ordinarily exercised by other providers of similar services;
- 4.4 provide at a minimum a level of skill and care in the performance of the Services that AIQ provides to its other customers receiving similar services;
- 4.5 obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to the Services;
- 4.6 allocate sufficient resources, including qualified personnel to the Services; and
- 4.7 comply with all applicable laws in connection with its provision of the Services.

## **5. SCL's obligations**

SCL will:

- 5.1 co-operate with AIQ in all matters relating to the Services and will act in good faith at all times; and
- 5.2 provide such information, services, data and resources relating to SCL as AIQ may request and SCL considers reasonably necessary, in order to carry out the Services, in a timely manner, and ensure that it is accurate in all material respects.

## 6. Change control

- 6.1 An authorised representative of SCL and the Authorised Person (as defined in Schedule 1 of this Agreement) will meet at least once every quarter (or more frequently at the option of the parties) to discuss matters relating to the Services and the Project. If either party wishes to change the scope or execution of the Services or any Project, it will submit details of the requested change to the other in writing.
- 6.2 If either party requests a change to the scope or execution of the Services, AIQ will, within a reasonable time (and in any event not more than five Working Days after receipt of SCL's written request), provide a written estimate to SCL of:
  - 6.2.1 the likely time required to implement the change;
  - 6.2.2 any necessary variations to the Costs and Expenses arising from the change; and
  - 6.2.3 any other impact of the change on this agreement.
- 6.3 Unless both parties agree in writing to a proposed change, there will be no change to this agreement.
- 6.4 If both parties agree in writing to a proposed change, the change will be made, only after agreement of the necessary variations to the Services, the Project Proposal or the Costs and Expenses and any other relevant terms of this agreement to take account of the change that has been reached. The agreement may only be varied in accordance with clause 13.

## 7. Intellectual Property Rights

- 7.1 As between SCL and AIQ, each party shall retain ownership of all intellectual property created by that party except to the extent that such intellectual property was created specifically for the creation of the Product ("Product Specific Intellectual Property Rights"). Any Product Specific Intellectual Property created by AIQ will ultimately be owned by SCL. On termination or expiry of this agreement, AIQ will assign to SCL at SCL's cost, with full title guarantee and free from all third-party rights, all such Product Specific Intellectual Property Rights. AIQ will, promptly at SCL's request and cost, do (or procure to be done) all such further acts and things and the execution of all such other documents as SCL may from time to time reasonably require for the purpose of securing for SCL the of such Product Specific Intellectual Property Rights.

- 7.2 Neither party will be entitled to use the other party's marks or logos (whether or not in connection with any promotional or marketing material) or exercise any promotional or marketing rights, without the other party's prior written approval.
- 7.3 SCL acknowledges that any and all Intellectual Property Rights held or owned or otherwise controlled, utilised or licensed by AIQ prior to providing the Services, and in all circumstances prior to the Commencement Date, will continue to vest with AIQ.
- 7.4 Each party will not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the Intellectual Property Rights or the reputation or goodwill associated with the other party.

## **8. Liability**

- 8.1 Nothing in this agreement will operate to exclude or limit either party's liability for:
  - 8.1.1 death or personal injury caused by its negligence;
  - 8.1.2 fraud or fraudulent misrepresentation;
  - 8.1.3 wilful default; or
  - 8.1.4 any other liability which cannot be excluded or limited under applicable law.
- 8.2 Notwithstanding any other term herein, no party's aggregate liability in respect of claims arising out of or in connection with this agreement will exceed the aggregate amount of the Fees paid under this agreement in the 12 months preceding the claim.
  - 8.2.1 AIQ shall indemnify, save and hold harmless SCL and its affiliates, officers, directors, employees, successors and assigns from and against all losses, liabilities, damages, costs and expenses arising from or relating to any actual infringement of any third-party's Intellectual Property Rights arising out of the use or supply of the Services;
- 8.3 SCL shall indemnify, save and hold harmless AIQ and its affiliates, officers, directors, employees, contractors, successors and assigns from and against all losses, liabilities, damages, costs and expenses arising from or relating to any third-party claim made against AIQ relating to or arising from or relating to any activities or omissions of SCL.
- 8.4 The party seeking to be indemnified (**Indemnified Party**) under clause 7.3 or 7.4 shall:
  - 8.4.1 promptly notify the other (party **Indemnifying Party**) of the claim, allegation or proceedings; provided that the failure to provide such notice shall not release the Indemnifying Party from its obligations under clause 7.3 or 7.4, as applicable except to the extent the Indemnifying Party is materially prejudiced by such failure;
  - 8.4.2 allow the Indemnifying Party (at its request within 20 Working Days of the receipt of notice of such claim, allegation or proceeding) to assume exclusive conduct of the proceedings and to use its chosen advisors (at its sole cost and expense); provided that the Indemnifying Party shall not have such right if (i) the claim over which it seeks to assume control seeks non-monetary relief or involves criminal or quasi-criminal allegations or (ii) the Indemnifying Party has agreed to pay any and all amounts payable in respect of such claim, allegation or proceeding.
  - 8.4.3 not make any admission of liability or any other statement in respect of or settle the matter without first obtaining the Indemnifying Party's prior

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written consent (not to be unreasonably withheld or delayed), and the Indemnifying Party shall not settle the matter without first obtaining the Indemnified Party's prior written consent (not to be unreasonably withheld or delayed) if such settlement involves any action by Indemnified Party other than the payment of money to be paid in full by the Indemnifying Party;

- 8.4.4 cooperate in all reasonable respects in connection with the defence of any third-party claim in respect of which indemnification is sought under clause 7.3 or 7.4; and
- 8.4.5 have the right, but not the obligation, to join in any proceedings conducted by the Indemnifying Party and to be represented by its own legal advisors (at its sole cost and expense).

## 9. Confidentiality

- 9.1 Either party may disclose (**Disclosing Party**) confidential information to the other party (**Receiving Party**) in relation to other party's business, business practice, employees or other confidential information relating to the other party's business affairs (**Confidential Information**).
- 9.2 The Receiving Party will:
  - 9.2.1 not use such Confidential Information other than for the purpose of performing its obligations under this agreement; and
  - 9.2.2 not disclose such Confidential Information to a third party except with the prior written consent of the Disclosing Party or in accordance with clauses 9.3 and 9.4.
- 9.3 The Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, agents, subcontractors and advisers (a **Recipient**) to the extent that disclosure is reasonably necessary for the purposes of this agreement.
- 9.4 The Receiving Party will ensure that each Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this agreement as if the Recipient were a party to this agreement.
- 9.5 The Receiving Party must not make any copies of Confidential Information without the express consent of the Disclosing Party and must maintain and protect the Confidential

- Information with the same degree of care as it uses to keep confidential its own proprietary information, but in any event with not less than a reasonable degree of care.
- 9.6 The provisions in this clause 9 do not apply to Confidential Information which:
- 9.6.1 at the date of this agreement or at any time after that date, becomes publicly known, other than by the Receiving Party's or a Recipient's breach of this agreement; or
  - 9.6.2 can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party.
- 9.7 The Receiving Party will at the Disclosing Party's request and also upon any termination of this agreement:
- 9.7.1 return to the Disclosing Party all documents and other materials that contain any of the Confidential Information, including all copies made; and
  - 9.7.2 permanently delete all electronic copies of Confidential Information from the Receiving Party's computer systems except pursuant to legal, regulatory, professional standards or automated computer backup procedures.
- 9.8 Following termination of this agreement:
- 9.8.1 the Receiving Party will make no further use of the Confidential Information; and
  - 9.8.2 the Receiving Party's obligations under this agreement will otherwise continue in force in respect of Confidential Information, disclosed without limit in time.
- 9.9 Any disclosure of Confidential Information pursuant to this agreement will not confer on the Receiving Party any Intellectual Property Rights in relation to the Confidential Information.
- 9.10 To the extent that the Receiving Party may be required to disclose Confidential Information by order of a court or other public body that has jurisdiction over the Receiving Party, it may do so. Before making such a disclosure the Receiving Party will, if the circumstances permit, inform the Disclosing Party of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information).
- 9.11 Neither party may make any public announcement or disclosure regarding the existence or subject matter of this agreement, unless it first obtains the other party's written consent, which must not be unreasonably withheld or delayed.
- 10. Data protection**
- The parties warrant and undertake to each other that they have complied with and will continue to comply with the provisions of all applicable laws and regulations related to the collection, processing, disclosure and transfer of personal data. Each of the parties warrants and undertakes that it will not knowingly do anything or permit anything to be done which might lead to a breach of any such law or regulation.

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## **11. Termination**

- 11.1 The term of this Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with this section 11. Each party shall be entitled to terminate this Agreement on 30 days written notice at any point when AIQ services are no longer being provided to SCL.
- 11.2 Either party may terminate this agreement with immediate effect at any time by notice in writing to the other if:
  - 11.2.1 the other is in material or persistent breach of any provision of this agreement, and the breach, if capable of remedy, is not remedied within 20 Working Days of receipt by the defaulting party of notice requiring the breach to be remedied; or
  - 11.2.2 the other party suffers an Insolvency Event.
- 11.3 On termination of this agreement for any reason, AIQ will immediately deliver to SCL or destroy at AIQ's option all copies of information and data provided by SCL to AIQ for the purposes of this agreement. AIQ will certify to SCL that it has not retained any copies of information or data and will complete the assignment documents referred to in clause 7.1.
- 11.4 On termination of this agreement (however arising) clauses 7, 9, 10, 11, 14, 15, 16, 19 and 21 will survive and continue in full force and effect.

## **12. Force majeure**

AIQ reserves the right to defer the date for performance or delivery of the Services if AIQ is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lockouts or other industrial disputes (whether involving the workforce of AIQ or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, catastrophic server failure, fire, flood, storm or default of suppliers or subcontractors; provided that if AIQ has deferred the date of performance under this clause 11 for 60 days or more, SCL shall have the right to terminate this agreement.

**13. Variation**

No variation of this agreement will be valid unless it is in writing and signed by or on behalf of an authorised representative of each of the parties.

**14. Waiver**

- 14.1 A waiver of any right under this agreement is only effective if it is in writing. No failure or delay by a party in exercising any right or remedy under this agreement or by law will constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.
- 14.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

**15. Severance**

- 15.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision will, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement will not be affected.
- 15.2 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

**16. Entire agreement**

- 16.1 This agreement and all schedules appended thereto, constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

**17. Assignment**

- 17.1 Subject to clauses 17.2 and 17.3, neither party will, without the prior written consent of the other, assign, transfer, charge, mortgage, or deal in any manner with all or any of its rights or obligations under this agreement.
- 17.2 AIQ is entitled to subcontract its obligations under this agreement. To the extent that any of the Services are performed by any third-party contractor, subcontractor or vendor or other third-party, AIQ will remain responsible for all such acts and omissions of such third parties as if they were its own. In any event, AIQ will not be released from responsibility for its obligations under this agreement.
- 17.3 SCL is entitled to assign its rights under this agreement to any subsidiary, affiliate or acquirer of assets of SCL that is not a competitor of AIQ without the prior written consent of AIQ.

**18. No partnership or agency**

Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between either of the parties, nor constitute either party the agent of the other party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

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## **19. Rights of third parties**

Subject to clause 16.3, a person who is not a party to this agreement will not have any rights under or in connection with it.

## **20. Notices**

- 20.1 Any notice or other communication given under this agreement must be in writing and delivered personally, sent by first class post, or transmitted by fax or email to the relevant party's address specified in this agreement or to such other address or fax number or email address as either party may have last notified to the other. A confirmatory copy of any notice transmitted by fax or email must also be delivered or sent by first class post to the relevant party.
- 20.2 Any notice or other communication is deemed to have been duly given on the day it is delivered personally, or on the second Working Day following the date it was sent by post, or on the next Working Day following transmission by fax or email or, in the case of any notice or communication delivered by pre-paid airmail, providing proof of postage on the fifth Working Day following the due date it was sent by post.

## **21. Governing law and choice of forum**

This agreement shall be governed by and construed in accordance with the laws of England and Wales without giving effect to any choice of law or conflict of law rules or provisions (whether of England and Wales or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than England and Wales. Except as otherwise expressly provided in this agreement, any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this agreement or the transactions contemplated hereby shall be brought exclusively in the courts of England and Wales, and each of the parties hereto hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

The parties have signed this agreement on the date set out above.

**AGGREGATEIQ DATA SERVICES LIMITED**

By: \_\_\_\_\_

Name:

Title:

**CAMBRIDGE ANALYTICA-SCL ELECTIONS LIMITED**

By: \_\_\_\_\_

Name:

Title:





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### Schedule 1 Definitions and interpretations

1. In this agreement, including the schedules, the following words and expressions have the following meanings:

<b>Authorised Person</b>	Zackary Massingham.
<b>Commencement Date</b>	18 March 2014.
<b>Fees</b>	as defined in clause 2.1.
<b>Insolvency Event</b>	where the relevant party: <ol style="list-style-type: none"><li>1. has a receiver, administrative receiver, administrator, manager or official receiver appointed over its affairs;</li><li>2. goes into liquidation, unless for the purpose of a solvent reconstruction or amalgamation;</li><li>3. has distress, execution or sequestration levied or issued against any part of its assets and is not paid within seven days;</li><li>4. in respect of SCL, is otherwise unable to pay its debts as they fall due within the meaning of section 123 Insolvency Act 1986; or</li><li>5. is subject to any analogous event under the law of any relevant jurisdiction.</li></ol>
<b>Product Specific Intellectual Property</b>	as defined in the Licence.
<b>Licence</b>	the intellectual property licence agreement entered into between SCL and AIQ on the date of this agreement.



<b>Personal Information</b>	"personal information", "personal data" or any similar term under applicable law or regulation.
<b>Services</b>	the services set out in Schedule 2, as may be amended by the parties from time to time.
<b>Term</b>	as defined in clause 1.2.
<b>Territory</b>	Worldwide.
<b>Working Day</b>	a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London, UK and Victoria, BC, Canada.

2. Schedule and paragraph headings will not affect the interpretation of these Conditions.
3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
4. The schedules form part of this agreement and will have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
5. Words in the singular will include the plural and vice versa.
6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
7. Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
8. References to clauses and schedules are to the clauses of and schedules to this agreement.
9. Headings are for convenience only and are to be ignored in interpreting this agreement.



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## Schedule 2 Product and Services

**1 Design and development of an Engagement Platform System (the "Product" or "Ripon Platform").** A scalable engagement platform that leverages the strength of SCLs modelling data, providing an actionable toolset and dashboard interface for the target campaigns in the 2014 election cycle. This will consist of a bespoke engagement platform (SCL Engage) to help make SCLs behavioural microtargeting data actionable while making campaigns more accountable to donors and supporters.

### 1.1 Engagement Platform System Deliverables

- (a) Campaign Dashboard. A real-time display that shows electoral math, daily/weekly targets, canvassing results and top performers from the campaign team.
- (b) Campaign Math. Calculate and display campaign math including win numbers and target universe size.
- (c) Campaign Log. Display a full log of all campaign activities, alerts, and actions. Search by description, date, or action.
- (d) Campaign Metrics. Highlight campaign performance and make suggestions for improved campaign effectiveness.
- (e) Scheduling. Campaign scheduling tool with shared calendar and calendar/email integrations with iCal formatted messages.
- (f) Alerts. Display alerts and warnings to campaign team including missed opportunities, upcoming scheduled campaign activities, and central campaign suggestions.
- (g) Manage My Team. View your campaign team with a full hierarchy. See team and individual performance, adjust volunteer and user permissions, and send emails and SMS messages to volunteers.
- (h) Team Performance Metrics. Measure team performance against other volunteers, specific goals or targets, or previous outcomes.
- (i) Turf Cutting / Canvassing. Narrow down your targeted lists to specific neighbourhoods, walk routes, and streets for optimal canvassing. Add instructions for canvassers and print paper walk routes and lists, or send to the SCL Connect canvassing App.
- (j) Query Builder. Build and run custom queries and searches.
- (k) Groups and Tags. Build static and dynamic lists to assign or tag electors or for use in canvassing, emailing, phone banking etc.



- (l) Phone Banking. Create and schedule volunteer phone banks, choose phone bank volunteers, and assign target groups/locations.
- (m) Physical Mail. Create bulk mailings and prepare them for printing locally in office, through a local provider, or through a trusted national bulk mail partner.
- (n) Bulk E-mail. Create individual or bulk email based on targeted groups. Send email through trusted national partners for optimal penetration and worry free sending.
- (o) Robo-dialing/IVR Polling. Create automated phone calls with interactive voice response technology to allow for mass telephone messaging and surveys.
- (p) SMS. Send single or mass SMS messages to target individual voters, or groups of voters.
- (q) Online Marketing/Ads. Create and optimize online advertising through banners, google, Facebook, apps and other websites.
- (r) Message Management/Workflow. Have suggested messages arrive at the campaign office for approval and sending after a central campaign review process.
- (s) Social Integration. Connect to Facebook/Linked In to gather information about friends/contacts of volunteers and offer messages to volunteers to post on their profiles.
- (t) TV Radio Buys. Forms and contacts to order radio and television advertising based on Neilson Blocks and local coverage.
- (u) Detailed Reports. Detailed Campaign reporting and printed materials.
- (v) GOTV. Get out the vote live performance metrics and real-time analytics and visualization. Create campaign bus pickup lists, schedule reminder phone calls, mark off voters who have already voted, and message through email, SMS, social media.

**2 Design and development of an Android Application.** A mobile Android Application for the Samsung Galaxy Tab 3 – 7, that connects with the Engagement Platform System to provide information and surveys to canvassers for the purpose of conducting door to canvassing and GOTV activities.

### **2.1. Android Application Deliverables**

- (a) Android App capable of delivering canvassing packages of adaptive surveys, multi-media, and other predefined content for a target audience on the Engagement Platform to deliver to the Connect App
- (b) Easy to read interface with pinch-zoom on text, and large format text options
- (c) Brandable campaign interface - allowing each campaign to add their own logos to the start-up/login page
- (d) Easy to follow walk routes, maps, and canvasser instructions with Open Street Maps
- (e) Display single type of audio/video files (Audio MP3 | Video H.264/MPEG-4)
- (f) Secure upload of data including responses and metadata
- (g) Initially works with one specific device with possibility of adding others later (Samsung Galaxy Tab3 7"). Second objective is to work with Samsung Galaxy 3, 10" and Samsung Galaxy S3 Phone.
- (h) Ability to track and pass data back to engagement platform to measure canvasser effectiveness
- (i) Must work in offline mode (bulk package updates). Download packages from a central location, conduct the canvass, and then return to the central location to connect to Wi-Fi and upload results.

**3 Design and development of required Code.** The source code and libraries required to fully re-create the functional Engagement Platform System and Android Application.

**4 Implementation, Maintenance, and Support.** The implementation of the system along with ongoing monitoring, campaign onboarding and training, imports, maintenance, contracting third party



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services and high-level support required to ensure all target campaigns are able to use the Engagement Platform, Android App, and SCL data and insights most effectively.

## 5 Timeline for Execution

5.1 A Beta version of the following modules will be delivered by August 01, 2014:

- Campaign Dashboard
- Campaign Math
- Campaign Log
- Campaign Metrics
- Scheduling
- Alerts
- Manage My Team
- Team Performance Metrics
- Turf Cutting / Canvassing
- Query Builder
- Groups and Tags
- Phone Banking
- Physical Mail
- Bulk E-mail
- Robo-dialing/IVR Polling
- SMS Message Management/Workflow
- GOTV

5.2 The complete versions of the above modules along with Beta versions of the following modules will be delivered by September 5, 2014:

- Online Marketing/Ads
- Social Integration
- TV/Radio Buys
- Detailed Reports
- Quick Donate

5.3 System monitoring, training, bug fixes, enhancements, campaign onboarding, imports, support and maintenance continue until November 5, 2014



**Schedule 3**  
**PAYMENT SCHEDULE**

Payment of fees of \$575,000CAD as set out in clause 2. Schedule of payments as set out below:

- 1) On 7 April 2014, AIQ received an advance of \$25,000 USD [\$26,891.16CAD]
- 2) On 24 April 2014, AIQ received an advance of \$113,108.84 CAD
- 3) On 23 May 2014, AIQ received an advance of \$38,750 CAD
- 4) On 3 June 2014, AIQ received an advance of \$38,750 CAD
- 5) On 6 June 2014, AIQ received an advance of \$38,750 CAD
- 6) On 26 June 2014, AIQ received an advance of \$38,750 CAD
- 7) On 9 July 2014, AIQ received an advance of \$38,750 CAD
- 8) On 30 July 2014, AIQ received an advance of \$38,750 CAD
- 9) On 12 August 2014, AIQ received an advance of \$38,750 CAD
- 10) On 2 September 2014 AIQ received an advance of \$38,750 CAD

The remaining amount is to be paid on the following schedule:

- 11) \$31,250 CAD to be paid on September 10, 2014
- 12) \$31,250 CAD to be paid on September 24, 2014
- 13) \$31,250 CAD to be paid on October 15, 2014
- 14) \$31,250 CAD to be paid on November 5, 2014



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#### Schedule 4

#### PROJECT PROPOSAL





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## Touching Base

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Zack Massingham

To: Christopher Wylie

Hi guys,

I trust this message finds you all doing well. I've been familiarizing myself with Peter Rentfrow's research today and have quickly found myself tumbling down the research rabbit hole.

### Respondent Data:

- Rentfrow, P. J., Goldberg, L. R., & Zilca, R. (in press). Listening, watching, and reading: The structure and correlates of entertainment preferences. *Journal of Personality*.

### Full Text Articles:

- Rentfrow, P. J., Goldberg, L. R., & Levitin, D.J. (in press). The Structure of Musical Preferences: A Five-Factor Model. *Journal of Personality and Social Psychology*.
- Vazire, S., & Gosling, S. D. (2004). e-Perceptions: Personality impressions based on personal websites. *Journal of Personality and Social Psychology*
- Context Models for Adaptive Dialogs and Multimodal Interaction
- Bases of human-computer trust and explanations
- Targeted Online Advertising: Using Reciprocity Appeals to Increase Acceptance among Users of Free Web Services

### Similar Research:

- Chapter 7: Cyberpsychology and New Media: A Thematic Reader
- Establishing Trust in Critical Situations
- Private traits and attributes are predictable from digital records of human behavior
- Our Twitter Profiles, Our Selves: Predicting Personality with Twitter
- Personality and Website Choice (Michal Kosinski David Stillwell)

Any additional names, articles or studies that come to mind would be greatly appreciated.

Best regards,  
Zack Massingham

**scl** behavioural

**scl** defence

**scl** elections

**scl** social

**scl** elections

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Contract Between

**AGGREGATEIQ DATA SERVICES LIMITED (CANADA)**

And

**SCL ELECTIONS LIMITED (UK)**

25 November 2013

SCL CONTRACT NUMBER: **ELXN2013TT-002**

Between

(1) AggregateIQ Data Services Limited, a company registered in the Province of British Columbia (Canada) under Incorporation Number BC0985981 whose registered office is 3233 Aldridge Street, Victoria, British Columbia, V8P 4L7, Canada (Contracting Party);

and

(2) SCL Elections Limited, a company registered in England and Wales under Company Number 08256225 whose registered office is 1 Grosvenor Place, London, SW1X 7JH United Kingdom (Contractor).

It is hereby as follows:

## **1 DEFINITIONS**

1.1 The definitions and rules of interpretation in this clause apply in the agreement (unless the context requires otherwise).

"Contracting Party"

: AggregateIQ Data Services Limited

"Contractor"	: SCL Elections Limited
"IPR"	: means all rights in copyright, registered and unregistered design rights and patents, database rights, rights in inventions, novel processes, registered and unregistered trade marks, rights in confidential information and all other intellectual property rights of an equivalent or similar nature anywhere in the world for the entire duration and term of such rights including all applications for any of the foregoing throughout the world
"Deliverables"	: means all works, websites, presentations, training materials, text, literary and other written works, plans, designs, drawings, diagrams, animation, test results, models, computer software (in source and object code) or any other deliverables set out in each Statement of Work or otherwise arising from the Services

## **2 STATEMENT OF WORK**

- 2.1 Contracting Party shall furnish all necessary facilities, labour, materials, and other items necessary to accomplish the tasks as specified in the Statement of Work, which has been attached hereto as Appendix A.

## **3 PERIOD OF PERFORMANCE**

- 3.1 The period of performance under this Agreement shall be from 25 November 2013 to 25 January 2014.

## **4 TYPE OF CONTRACT**

- 4.1 Contractor shall be paid for Services as work is performed on a Firm Fixed Price basis.

## **5 BASIS OF COMPENSATION**

- 5.1 The price to be paid by the Contractor to the Contracting Party is USD \$50,000.00 within five (05) business days of the contract being signed by both parties (the "Initial Payment").

5.2 Thereafter, the following payment schedule will occur:

- 5.2.1 A second instalment of USD \$50,000.00 will be issued on **20 December 2013**.
  - 5.2.2 A third instalment of USD \$50,000 will be issued on **10 January 2014**.
  - 5.2.3 The final instalment of USD \$50,000 will be issued upon the successful completion of works as defined in the annexed Statement of Work.
- 5.3 Total payment is not to exceed a maximum of USD \$200,000.00 unless agreed to by both parties.

## **6 INVOICING AND PAYMENT**

- 6.1 The Contracting Party shall submit an invoice at the commencement of this agreement and five (05) days prior to the instalment dates listed in section 5.2 of this agreement.
- 6.2 Invoices should note the period for which the invoices covers. Each invoice must reference the above subcontract number.

## **7 INDEMNITY**

- 7.1 Contracting Party shall have liability for and shall indemnify the Contractor for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by Contracting Party the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services.

## **8 INTELLECTUAL PROPERTY**

- 8.1 The Contractor grants the Contracting Party the right to use the Deliverables only for the duration of this contractual period and only for purposes of completing the terms of this contract.
- 8.2 The IPR either created by or previously owned by each party remains their sole property during and after the course of this of this contract and nothing in this contract shall construe otherwise. Furthermore, the parties will not use the other parties name, logo, insignia or trademark or the names of the other parties trustees, officers or employees without the express permission of the other party. This permission can be rescinded by notice.

- 8.3 Both parties warrant not to infringe the IPR of any third party in the carrying out of any Services.

## **9 TERMINATION**

- 9.1 Save as otherwise provided herein, this agreement may be terminated immediately by either party if the other commits any material breach of any term of this agreement and which (in the case of a breach capable of being remedied) has not been remedied within 14 days of a written request to remedy the such breach.

## **10 DIRECTION OF ACTIVITIES**

- 10.1 The Contracting Party will not provide direction to the Contractor, other than to outline the scope of work required and any due dates. The methodology for providing the required services shall be determined by the Contractor and they shall be responsible for providing the resources necessary to accomplish the required tasks. The Contracting Party shall not be responsible for providing a work schedule to the Contractor, other than specifying due dates, as mentioned above. The Contractor is solely responsible for allocating resources to accomplish the required tasks.

## **11 CONFIDENTIAL INFORMATION**

- 11.1 To the extent that the work under this contract requires that a party be given access to confidential or proprietary business, technical, or financial information belonging to the other party, the party shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorised by the other party. The foregoing obligations, however, shall not apply to:
- 11.2 Information which, at the time of receipt by either party, is in the public domain;
- 11.3 Information which is published after thereof by the other party or otherwise becomes part of the public domain through no fault of the party;
- 11.4 Information which the party can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the other party;
- 11.5 Information that the party can demonstrate was received legally from a third party who did not require the party to hold it in confidence.
- 11.6 Upon request either party shall obtain written agreement from each employee permitted access, whereby the employee agrees that he will not discuss, divulge or

disclose any such information or data to any person or entity except those persons directly concerned with the performance of the contract.

- 11.7 Not notwithstanding any other provisions herein, this provision shall survive for a period of 05 years from the termination of this contract.

## **13 STAFFING**

- 13.1 Hiring of Employees: During the period that this agreement is in force, including extensions or modifications thereto, the parties hereto agree that neither party shall solicit for employment any technical or professional employees of the other assigned to work on the Contract without the prior written agreement of the party whose employee is being considered for employment. This provision shall not apply upon completion of this agreement or to general advertisements for employment in the mass media or to inquiries initiated by the employee.

## **14 NOTICE OF DELAYS**

- 14.1 If the either party encounters difficulty in meeting contract requirements, anticipates difficult in complying with any required delivery schedule or dates, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, then the party shall immediately notify the other. This notification shall be informational only.

## **15 ENTIRE AGREEMENT**

- 15.1 It is expressly understood and agreed by the parties hereto that this contract represents their entire agreement, wholly superseding any and all prior offers, negotiations and agreements made by them, their agents and employees.

## **16 FORCE MAJEURE**

- 16.1 Neither party shall be liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under Clause 9 (Termination) in such circumstances.

- 16.2 If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 16.1 (Force Majeure).

## **17 GENERAL PROVISIONS**

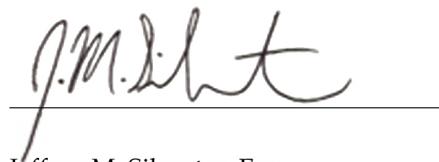
- 17.1 This agreement shall not be varied or amended and no provision shall be deemed waived by any act, omission or acceptance of either party except in writing signed by both parties.
- 17.2 If any term of this agreement shall be found illegal, unenforceable or otherwise invalid, then, notwithstanding any such invalidity, the agreement shall remain in full force and effect and such term shall be deemed to be deleted.
- 17.3 Unless otherwise stated every notice and other communication given under this agreement shall be sent by first class post addressed to the other party at the address above. Notice shall be deemed given two clear business days after posting.
- 17.4 Any dispute arising out of or in connection with this contract shall, at first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment.
- 17.5 Should the parties fail to agree within seven days, either party, upon giving written notice, may apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, based in London, England, for the appointment of a mediator.
- 17.6 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty eight days thereof, apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing.
- 17.7 The arbitration shall be governed by both the Arbitration Act 1996 (UK) and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be London, England.
- 17.8 This agreement shall be governed by and construed in accordance with Law of England and Wales and the Parties submit to exclusive jurisdiction of the Courts of England and Wales. All mediation and arbitration, and governing rules thereof, shall be subservient to the Law of England and Wales.

By signing this Agreement, the parties agree that a facsimile or alternative electronic communication of the signed Agreement may be construed and accepted as valid, enforceable and binding on the parties hereto.

FOR THE CONTRACTING PARTY:



Zackary Massingham, Esq.  
CEO, AIQ Ltd  
Date: 25 November 2013



Jeffery M. Silvester, Esq.  
Director, AIQ Ltd  
Date: 25 November 2013

FOR THE CONTRACTOR:

---

Alexander Nix, Esq.  
Director, SCL Elections Ltd  
Date: 25 November 2013

## **Appendix A - Statement of Work**

### **Overview**

#### **DESCRIPTION**

AggregateIQ Limited ("AIQ") is being contracted to assist SCL Elections Ltd ("SCL") with the delivery of a Constituent Relationship Management (CRM) system, a website and the acquisition of online data for the Congress of the People (COP) in Trinidad and Tobago.

#### **OVERALL PROJECT DELIVERABLES**

The following is a complete list of all components that make up the expanded project deliverables:

Component	Description
Complete Needs Analysis	A detailed specification of all technical, design and social needs for the COP Website and CRM.
Data Structures and Mapping	Data mapping for existing data and data structures to support CRM, Web, and Behavioural data systems.
CRM System	A scalable data system allowing for multiple points of integration with other systems utilizing strict data management policies. The CRM also identifies voter segments and initiates targeted e-mail, phone, and SMS messaging to support party operations.
Behavioural Data	Dataset of qualified sources of data that illustrate browsing activity, online behaviour, and social contributions.
COP Party Website	High-availability, optimized website supported by a standardized CMS and integrated with the CRM and behavioural platforms.
Onsite Training	Visit client to deliver in-person training for key staff and personnel.
E-Learning Delivery	Release final e-learning resource site for volunteers and staff.

## **TIMELINE FOR EXECUTION**

Key project dates are outlined below:

Description	Start Date	End Date
Technology Project Start Date	Nov 25, 2013	Jan 24, 2013
Needs Analysis	Nov 25, 2013	Dec 02, 2013
Systems Setup	Dec 02, 2013	Dec 13, 2013
Customisation and Implementation	Dec 02, 2013	Jan 06, 2014
Initial Data Import and Verification	Dec 16, 2013	Dec 23, 2013
Final Quality Assurance Testing	Jan 6, 2014	Jan 12, 2014
Onsite Training and e-Learning Delivery	Jan 13, 2014	Jan 24, 2014

Disclaimer: The dates above are estimates and are subject to change until a Census data is provided.

## **CONSTITUENT RELATIONSHIP MANAGEMENT (CRM) DELIVERABLES**

### **Enhanced Custom CRM / Website Integrated Functionality**

- On-Demand SMS messaging and alerts for members or custom groups
- Online payment processing for memberships and events
- Accept online donations directly from party website
- On-Demand robo-calling and telephone surveys
- Real-Time Bidding and retargeting online display advertising (party and candidates)
- Virtual Telephone Town-Hall Meetings
- Facebook and social media data harvesting
- Single Sign On (where applicable)

### **Constituent Management**

- Create new constituent via simple web-based forms or import
- Automatic and manual constituent duplication removal
- Edit constituent and manage household relationships (eg: spouses/relatives etc.)
- Manage affiliations and organizational connections (eg: employer/employee relationships)
- Create custom groups of constituent (for access and mailing list purposes)
- Create criteria-based custom groups
- Access holistic constituent records showing constituent information, contributions, activities, notes

### **Communications & Engagement**

- Import existing mailing lists and build custom lists and target groups
- Collect email-subscriber information via web-based form, create contacts, attach to groups
- Collect primary and alternate mailing and e-mail addresses
- Update multiple mailing lists via custom groups
- Personalize mailings with custom fields
- Auto-create thank you emails, letters etc.
- Easily print mailings
- Automatically manage multiple mailing bounces, unsubscribes, and other email requests
- Full detailed reporting on e-mail opens, click-throughs etc.
- Full social integration with FaceBook, Twitter, YouTube etc.

### **Peer-To-Peer Fundraising and Donations**

- Define multiple donation types eg: in-kind, cash, volunteer time
- Automatically generate donation e-mail receipts
- Automatically generate donation thank you notes
- Allow individual or team based peer-to-peer fundraising
- Find donation by type, amount, date etc.
- Full donation reports and real-time analytics

### **Social Influence Campaigns**

- Identify campaign and party advocates and influencers
- Tag & search social influencer skills and availability
- Register influencers for projects using events registration feature
- Gather reports on participation in registered events

## Campaign Events

- Define campaign event types and create multiple events
- Create and collect custom campaign events data fields eg: meal preference
- Register campaign event participants as presenters, volunteers, attendees
- Create multiple campaign events pages
- Create Google Map of campaign event location
- Create multiple campaign events registration forms
- Accept registrations
- Self-service registration of multiple participants
- Tell-a-friend about the event and social network sharing (Twitter, Facebook, Google +)
- Schedule and automatically send campaign event reminders and follow-up communications
- Allow participants to export campaign events as iCal files
- Generate campaign event attendees lists
- Search for participants by campaign event, type, role etc.
- Report on success of events

## Party Members and Volunteers

- Create and customize party membership statuses and rules
- Create custom online party membership forms for self-service sign-up and renewal
- Create party membership and user specific e-mail subscription groups
- Search and list party memberships by any criteria such as date, type, status, contact info etc.
- Create automatically renewing memberships and automatically send membership renewal reminders
- Easily identify campaign volunteers
- Tag & search campaign volunteers' skills and availability
- Register campaign volunteers for activities and projects
- Collect reports on campaign volunteer participation in events

## Reports

- Run standard reports for any campaign function
- Create unlimited custom reports from easy-to-use templates and guides



## **Markup and CMS Integration Design / HTML Markup**

- The markup files will have the follow attributes:
  - Based on regional W3C and HTML standards
    - The Party's current site is operating in PHP and Dynamic HTML
- Work with the most common versions of web browsers including:
  - IE 8+
  - Firefox (Windows/Mac)
  - Google Chrome (Windows/Mac)
  - Safari (Windows/Mac)
  - iOS & Android browser

## **CMS / Server Integration**

- Development and staging server setup
- Integration of HTML Markup and customizations
- Management of site content via CMS Admin Panel
  - Once the new COP website has been deployed, party members will have the ability to manage the site's content via the CMS Admin Panel
  - The following components/widgets need to be enabled on the back-end
    - WYSIWYG Editor for updating site copy
    - Widget for uploading images and campaign materials, where applicable
    - Ability to reorder how pages are displayed on the site
    - SEO Plugin for managing page title tags
    - Addition of a mobile theme (so that the mobile version of the site can be shown on mobile devices)
- Deployment of the new website on high-availability hosting environment
- Any changes to approved content once development has started will result in additional cost to the Client

## **BEHAVIOURAL DATA ACQUISITION**

- Identify and obtain qualified sources of data that illustrate user behaviour and contribute to the development of psychographic profiling in the region
- This data may include, but is not limited to:
  - Internet Service Provider (ISP) log files
  - First party data logs
  - Third party data logs
  - Ad network data
  - Social bookmarking
  - Social media sharing (Twitter, FB, MySpace)
  - Natural Language Processing (NLP) of URL text and images
  - Reconciliation of IP and User-Agent to home address, census tract, or dissemination area

## **DURATION**

The project duration is two (2) months.

## **LOCATION**

Trinidad and Tobago (with work also being carried out remotely in Canada, USA, UK and elsewhere)

## **COMMUNICATION**

Electronic communications relating to this contract from SCL will be sent to:

1. Zackary Massingham [REDACTED]
2. Jeffery Silvester [REDACTED]

Electronic communications relating to this contract from AIQ will be sent to:

1. Alexander Nix [REDACTED]

## **PAYMENT PLAN**

Payment will be sent to:

**Account Name: AGGREGATEIQ DATA SERVICES LIMITED**

**SWIFT:** [REDACTED]

**Account #:** [REDACTED]

**Transit #:** [REDACTED]



Total project value is estimated at USD \$200,000.

One quarter (25%) of the total project value (USD \$50,000.00) to be paid within five (05) business days of the date of Contract commencement.

Remainder will be paid in three instalments of USD \$50,000.00 on the three dates specified in the Contract and one final instalment upon successful completion of the Contract.

# ForAmerica.org

## Overview

ForAmerica has a track record of engaging millions of Americans who identify with a range of conservative issues. Though highly successful at obtaining likes, re-tweets and sharing through social media, little infrastructure exists to understand, build and mobilize their supporters.

## Objectives

- Provide ForAmerica with the infrastructure to gather data on their supporters and build an actionable database of Americans who identify with key conservative issues.
- Provide enhanced, data-driven tools and engagement strategies for building ForAmerica's volunteer and donor bases, and to mobilize supporters.
- Interface ForAmerica's data infrastructure with SCL's analytics platform to allow ForAmerica to use microtargeting and behavioral microtargeting for audience building and supporter mobilization campaigns.
- Analyze the full spectrum of ForAmerica web assets (web properties, Facebook, Twitter, etc) to help identify audience patterns, traits and other useful information that will assist in reconciling users across each platform and channel.

## Functionality

- Data Acquisition and Profile Augmentation
  - Soft funnels and user engagement strategies that allow for significant user data capture without impacting engagement rates.
  - Data integrated into a relational database, matched upon common participants and stored for further analysis, personalization, modeling, and decision-making.
- Enhanced Engagement Tools
  - A platform backend to enable in-depth reporting of campaign engagement levels, influencer scores, donations/purchases, and ad delivery metrics with access to enhanced tools for improving engagement and mobilization.
  - Integrated email and social media outreach tools.
  - Custom dashboard development to allow all levels of staff access to the tools and reports they need to easily visualize all aspects of ForAmerica's online presence and initiate appropriate engagement strategies.
- Integrated Microtargeting and Behavioral Microtargeting
  - Leverage SCL's analytics platform to grow audience, donor and volunteer bases by reaching out to people who are demographically and psychographically similar to existing supporters.
  - Custom and secure communication channels using high grade encryption to ensure secure transit of all data between ForAmerica web properties and SCL's data modeling systems.
  - - Data is hosted in SCL's secure data centre, minimizing data protection liability and allowing ongoing enrichment and modelling of collected data
- Server-side Tracking
  - Track, in real time, the actions of users on the ForAmerica site, including storing traffic sources & referrers, user agents/platforms, and geography, all while tagging popular content and user content preferences. Users can be identified and segmented based on their use of the ForAmerica site, and cookieed for future advertising targeting outside of the ForAmerica site.
- Off-site Retargeting
  - Allow tagged users to be targeted with personalized messages that appear to follow them as they roam across the Internet, providing a persistent reminder of the desired call to action the user is pushed to take. Integration with some of the largest RTB Ad Network platforms ensures access to enormous quantities of impressions across the Internet.

- Users are tagged using cookie and tracking pixels on ForAmerica web properties in a non-intrusive and privacy law compliant manner, preventing any interruption in their browsing of ForAmerica. Social media users are driven to pages on ForAmerica web properties in order to be tagged, supporting future campaigns.
- Existing Funnel Optimization
  - Implement systems to optimize ForAmerica's website and donation/purchase funnel with multivariate a/b testing, retargeting, and remarketing strategies, that can adapt the web property in real time to provide content and layout most likely to drive the individual user to the desired action. Integration with SCL's modeling data as well as other analytic data provides a wealth of factors that can be used to personalize a user's browsing experience to best suit them.

#### **Deliverables**

- Needs analysis and overview of existing ForAmerica engagement tools and technology infrastructure.
- Omni-channel data capture net targeting ForAmerica.org's online properties allowing for continuous data acquisition and audience member profile augmentation.
- An integrated dashboard engagement portal capable of mobilizing ForAmerica's audience around both online and offline issues. The ForAmerica dashboard will also deliver summary reporting and analysis of campaign performance and audience member engagement levels.
- Integrated microtargeting and behavioural microtargetting functionality providing audience segmentation and analysis tools that support engagement and intervention strategies for specifically targeted ForAmerica audiences or clusters. Integration with SCL psychographic and behavioral modeling engine.
- Implementation and integration of server side tracking and real-time audience measurement supporting both offsite retargeting and exit funnel optimization.
- Implementation and Integration of campaign specific inclusion and exclusion pixels supporting off-site retargeting.
- Exit funnel optimization and multivariate a/b testing of ForAmerica.org's traffic.
- Use-case documentation, Virtual platform orientation, and FAQ.

#### **Timelines**

Work provisionally to begin on September 1<sup>st</sup>, 2014 and be complete by November 30<sup>th</sup>, 2014. The following table details the delivery dates of the services as outlined in this proposal.

ForAmerica.org: Project Timeline	Delivery Date
Needs Analysis & Data Capture	30/9/2014
Needs analysis and technology audit of existing ForAmerica.org website and social channels	
Omni-channel data capture of existing ForAmerica.org website and social channels	
ForAmerica Platform Development Milestone 1	20/10/2014
Dashboard, reporting, engagement and mobilization tools	
Audience segmentation and analysis tools	
Data Processing and Integrating with SCL modeling cluster	
ForAmerica Platform Development Milestone 2	10/11/2014

Server side tracking, real-time audience measurement, offsite retargeting, and exit funnel optimization RTB Ad Network Integration for online marketing and retargeting	
ForAmerica Platform Development Milestone 3	30/11/2014
Exit funnel optimization and abandonment partner	
Dashboard and reporting integration and expansion for online marketing tools	

### Project Value

The following table details the cost for delivery of the services as outlined in this proposal.

ForAmerica.org: Project Value	AIQ Value	SCL Value
<b>Needs Analysis &amp; Data Capture</b>		
Needs analysis and technology audit of existing ForAmerica.org website and social channels	\$10,000.00	\$20,000.00
Omni-channel data capture of existing ForAmerica.org website and social channels	\$40,000.00	\$70,000.00
<b>ForAmerica Platform Development Milestone 1</b>		
Dashboard, reporting, engagement and mobilization tools	\$60,000.00	\$100,000.00
Audience segmentation and analysis tools	\$5,000.00	\$10,000.00
Data Processing and Integrating with SCL modeling cluster	\$30,000.00	\$60,000.00
<b>ForAmerica Platform Development Milestone 2</b>		
Server side tracking, real-time audience measurement, offsite retargeting, and exit funnel optimization RTB Ad Network Integration for online marketing and retargeting	\$25,000.00	\$60,000.00
<b>ForAmerica Platform Development Milestone 3</b>		
Exit funnel optimization and abandonment partner	\$10,000.00	\$20,000.00
Dashboard and reporting integration and expansion for online marketing tools	\$20,000.00	\$40,000.00
Handover and Training Visit (1 week)	0	\$10,000.00
<b>Total</b>	SD \$200,000	USD \$390,000

\*The costs listed in the preceding table are an estimate for the services discussed in this document. If additional project specifications are requested, estimated will be revised to reflect the costs associated with these changes. Additional updates, functionality, and customizations will be billed at a mutually agreed upon rate.

### **Disbursement Schedule**

Total project value is USD \$200,000.

One quarter (25%) of the total project value (USD \$50,000.00) is to be paid within five (5) business days of the date of Contract commencement.

The remainder will be paid in three (3) equal installments of USD \$50,000.00 and shall correspond to the delivery dates of Development Milestones as outlined in this proposal and summarized below:

ForAmerica.org: Project Timeline	Delivery Date	Disbursement
Needs Analysis & Data Capture	1/9/2014	\$50,000.00
ForAmerica Platform Development Milestone 1	20/10/2014	\$50,000.00
ForAmerica Platform Development Milestone 2	10/11/2014	\$50,000.00
ForAmerica Platform Development Milestone 3	30/11/2014	\$50,000.00



1 message

To: Christopher Wylie

----- Forwarded message -----

Alexander Tayler"

"Dr.

Hi [REDACTED]

Looked into this a bit this morning with Alex. You are right - the Tableau figures are incorrect.

Those figures given to you in the excel sheets & graphs are correct and the ones to use - they were run again twice independently yesterday to ensure they are correct, and this was confirmed.

Alex will pull these figures out and put them into a slide or something and send to you in time for your meeting, but all the information you need is with you in the spreadsheet.

Seems that the figures for the conjoint in Tableau were inputted incorrectly somehow, or perhaps a software glitch. Most of the Tableau data they looked at seem to be ok.

It would be prudent however to send a list of any Tableau requests you have sent so they can be validated. Please pass on to Alex, [REDACTED]

Just by way of comparison, for instance, attached is the up-to-date dashboard issues priorities for Lazy Liberals in North Carolina, which bare no resemblance either to what is in the spreadsheet Alex sent or to this, which [REDACTED] has been using: [REDACTED]

Can anyone explain and give us new numbers in a spreadsheet at 6am EST? I hope these will reflect what's in the dashboard.

Hi all,

Pretty urgent question again.

Why in North Carolina do the figures attached that Alex provided in no way match what we have been seeing in the conjoint for North Carolina? They're nothing like what's shown on Tableau. Reliable and Hardcore Republicans in NC prioritise the economy don't they?

If I'm right, can this be redone and resent as a matter of urgency?

Thanks,

----- Original Message -----

Subject: Re: Bolton project

From: Alexander Tayler [REDACTED]

Alex Tayler

Hi [REDACTED]

Please see attached the conjoint summary. Please use this one as there are mistakes in the tableau version. What is a good number to ring you on? We can have a look at the New Hampshire conjoint over the phone, and then won't have to export everything from Tableau for you.

Alex

[REDACTED]  
Morning!

This is most excellent. Many, many thanks.

----- Original Message -----

Subject: RE: Bolton project

"Jeff Silvester"

"Alex Tayler"

Please find attached Tableau dashboard screenshots for the North Carolina senate race at state level, and then broken down into Lazy Liberals, Turnout Targets, Priority Persuasion and Wild Cards and each subcluster within each of those.

Hopefully this is all you need for North Carolina except for the issues conjoint, which we're working to update now.

Best,

[REDACTED]

--

[REDACTED]  
[REDACTED]  
SCL Elections

Mobile:

[REDACTED]  
[REDACTED]

SCL Group  
CK International House  
1-6 Yarmouth Place  
Mayfair, W1J 7BU United Kingdom  
[REDACTED]  
[REDACTED]

[www.scl.cc](http://www.scl.cc)

[scl corporate](#)  
[scl defence](#)  
[scl elections](#)  
[scl social](#)

----- Original Message -----

Subject: RE: Bolton project

Cc: "Alexander Nix"

"Jeff Silvester"

"Alex Tayler"

Hello,

I just want to add that I already have two of the items cited by [REDACTED] (see below for updated list of asks) so no need to worry about those.

Thanks,

**Arkansas**

- A slide showing the tables with the conjoint issue data
- A slide showing the dashboard (again, with all parties selected as always) for the whole Priority Persuasion cluster (**I HAVE THIS**), and then one slide for each of the sub personality quadrants within this cluster
- I need the same thing for Turnout Targets (**I HAVE THIS**)
- And Wild Cards

**North Carolina:**

- A slide showing the tables with the conjoint issue data (this needs to be updated to include all six clusters, as currently it only has five)
- A slide showing the dashboard for Lazy Liberals, and then one slide for each of the sub personality quadrants within this cluster
- Same thing for Priority Persuasion
- And Turnout Targets and Wild Cards

**NH:**

NH is the biggest priority for the Ambassador, but I won't know which clusters I need to present until I see the issue conjoint data.

----- Original Message -----

Subject: Re: Bolton project

Alexander Nix

Jeff Silvester

Alex Tayler

Hi [REDACTED]

Further to your last email, [REDACTED] has stated that the items listed below in this email were unfortunately not in fact available, nor are they today. See his request below...

Furthermore, he reported that the Ambassador was pretty annoyed that some of the information expected was unavailable - particularly in relation to NH which he considers the most important of the 3 states.

As I recall, the data team confirmed that historical election data for NH was received from Magellan some time ago. New registrants requested from L2 10+ days ago; and completed calls from West for NH received on Monday. What else is needed?

You indicated that the P & T models for NH would be done on Friday as the basis for the other groupings. Please advise if these, voter numbers and cluster information will be completed and shared with [REDACTED] on Monday.

I also recall your very good idea that Kogan could model ⅓ of what he had of that last round of Bolton issues testing, thereby enabling faster further modelling by the data team to be done first on that sample, then the final model once all data was received.

Kogan gets data daily so ⅓ of the data must already be available, even with the delay due to Qualtric's mistake. Was this done and can preliminary findings be shared with [REDACTED]?

I know the data team are working hard to try and meet the various demands from onboarding teams; I also note your strong views that Bolton and his team should just wait and be given what they are given when they are given it, and be satisfied with the NC and AR data already available.

Despite this, the Ambassador and his team seem a bit pissed off, so we really must try to push a bit harder and satisfy them more at Tuesday's meeting with the senior creative team. If we disappoint again at that meeting, we are in danger of losing credibility with a very important client. Please note Alexander's email on this point also.

Jeff has agreed to rebrand and push the NC data already available on Ripon for Bolton, but he doesn't have the other states which will have to wait.

Could you or someone on the Data Team please advise on what can be pushed to [REDACTED] by noon EST (5pm BST). If full Tableau graphics on the last round of issues testing can not be done in time, can the basic scores and some form of even rudimentary excel generated graphs be produced?

#### **Arkansas**

- A slide showing the tables with the conjoint issue data for Wild Cards

#### **North Carolina:**

- A slide showing the tables with the conjoint issue

data (this needs to be updated to include all six clusters, as currently it only has five)

- A slide showing the dashboard for Lazy Liberals, and then one slide for each of the sub personality quadrants within this cluster
- Same thing for Priority Persuasion
- And Turnout Targets and Wild Cards

**NH:**

NH is the biggest priority for the Ambassador, but I won't know which clusters I need to present until I see the issue conjoint data.

**ALL States**

- Total number of voters in our target universes for the three states, as well as for each of the clusters.

With thanks and kind regards,

[REDACTED]

[REDACTED]

Hi [REDACTED]

Thank you for the update and itemised goals – it is really helpful to know what our goals are and have specific dates to work with. While I agree with everything you are saying there are technical reasons why some of the things you mention will not be available. We have experienced severe delays and lack of clarity on the exact needs for these three states and now are re-grouping to tackle this project more efficiently. Despite these issues, we will mostly be there for both of the meetings.

Please find my comments below:

----- Current status and notes -----

- Partisanship and Turnout scores are done for AR and NC
- Personality clusters are done for AR and NC
- Conjoint issues (including national security) are done for AR and NC
- Issue statement support is done for AR and NC
- NH – still in progress. Due to severe lack of historical data (not provided by data vendors) we had to re-build our models. We are standing by for i360 voter file integration which will be done tomorrow by [REDACTED] to fill in the

gaps. NH Partisanship and Turnout should be done tomorrow ( [REDACTED] please correct me if I am wrong).

- Tableau state dashboard for NC is uploaded (offline instance with [REDACTED])
- Tableau conjoint for NC is uploaded (together with issue maps for each cluster)
- Tableau NC issue statements for each group are uploaded
- Tableau for conjoint for AR is uploaded (together with issue maps for each cluster)
- Tableau for issue statements for AR is not uploaded. To be done on Friday by [REDACTED]
- Tableau state dashboard for AR is not uploaded. To be done by [REDACTED] on Friday (offline instance will be placed on Sharefile for download and offline use by [REDACTED])
- Tableau for NH can be done only after the partisanship and turnout models which enable group and cluster creation (To do: state race dashboard ([REDACTED]), conjoint issue dashboard ([REDACTED]), issue statement support dashboard ([REDACTED]))
- Qualtrics got delayed and Kogan used only ~2,000 completes rather than 6,000 as suggested by [REDACTED]. Some of the responses were still going through the pipeline when I asked him to produce preliminary national security issue statement model.
- Due to delay in annotating data we have missed a window for [REDACTED] to integrate it today. In case he can do it tomorrow morning I just might be able to put up preliminary (not extended) issue statement support dashboard.
- Final model for new Bolton issue statements will not be ready by Tuesday meeting – our research phase finishes only on Tuesday. It will take at the very least till the end of next week for Kogan to run a model and for us to integrate and extend the answers to the rest of the population. Tableau dashboards can be put up only after that.

----- Next steps for [REDACTED] -----

- Preliminary new issue statement data might not be ready till Tuesday.
- There is a wealth of information to share with the client. Primarily regarding conjoint (which has national security in it) and campaign groups and clusters.
- I can't stress hard enough how important for [REDACTED] is to actually dive into the data and fully understand it. For example, [REDACTED] could try to identify specific clusters with distinct personality and then in conjoint dashboards identify which issues are at the top for those clusters.
- [REDACTED] can request voter counts just like we do for

various campaigns, this gives a more standard and readable. This can provide sizes for voter populations that are sought after.

- Getting some slides from [REDACTED] will not suffice to show something useful to the client. Deeper understanding will be needed.
- For Friday meeting [REDACTED] can show NC and AR.

----- AIQ -----

- I don't see utility of AIQ platform for Tuesday meeting. All that it has to do at that point is to showcase its greatness. Tuesday meeting will not require targeting. Since AIQ are working on other key campaigns I just don't see how they can put everything up before Tuesday. I think that before actual canvassing and field operations AIQ platform is not needed. I suggest making a copy of [REDACTED] campaign data for NC and allow selection on issues and conjoint for the meeting on Tuesday. I am convinced that at this point just simple demo will suffice. Jeff what are your comments?

----- Email Data -----

- [REDACTED] to export all of the email data for Bolton PAC. [REDACTED] perhaps would be able to give them during today's meeting.

Please let me know your thoughts. I look forward to tomorrow.

Best regards,

[REDACTED]  
---  
[REDACTED]  
  
Head of Analytics

SCL Group  
108 New Bond Street, Mayfair  
London, W1S 1EF United Kingdom

[REDACTED]  
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scl corporate  
scl defence  
scl elections  
scl social

---

[REDACTED]  
[REDACTED]  
**To:** Jeff Silvester; [REDACTED]

Alexander Nix

**Subject:** Re: Bolton data

**Importance:** High

Hi Jeff [REDACTED]

Have been in communication with Ambassador Bolton's Chief of Staff and she confirmed a meeting for [REDACTED] to present some information to the Ambassador tomorrow at 9am EST. [REDACTED] will reach out to [REDACTED] today to explicitly highlight what other data needs/refinements he needs for that meeting.

The CoS also confirmed a meeting on Tuesday 26 August at 9am EST with all the major media partners the PAC is using. This will determine the first round of strategic communications - content, targets, timings etc. that will be pushed out on 1 Sept.

They expect to see what SCL has for the three target states - NC, AR & NH.

Please advise exactly what is currently available for those states - my understanding is that the following has been done and is/should be available, but the list seems to change often:

- P & T scores for AR & NC
- The NH calls data was given to us on Monday - have the P & T scores for NH now been improved as a result?
- Personality Cluster information for the target voter segments for all 3 states (modelled for all voters of interest, not just Kogan sample/seeders)
- Issues information (general response/hierarchy and conjoint) for all target voters in each state
- Noted that the Qualtrics bungle cost us serious time on the last round of foreign policy

questions but 6,000 individuals with all information were made available a couple of days ago.

Suggested next steps:

- [REDACTED] provide [REDACTED] with list of outstanding needs for current NC data refinement for his meeting tomorrow
- The Ambassador's team made it clear that he would want some kind of response on the last round of foreign policy questions. Though not ideal, we will simply piss off a man who is potentially an even bigger client if we remain silent on this because it has been clear to us this is something he is particularly interested in.
- Need to present the little information we have on the 6,000 seeders to we have to give a rough and ready and very preliminary reading on that sample ([REDACTED] will have to ensure the appropriate disclaimers are in place to manage their expectations and the likelihood that the results will change once more data is received). We need to keep the client happy.
- AIQ need 2 days to push all information made available to them into a form that can be accessed and used in the Platform. Therefore all currently available data would need to be ready and sent/provided to them by c.o.b. Saturday UK time so they have the weekend to do what they need, and [REDACTED] has Monday to familiarise himself with it prior to presenting it to the meeting on Tuesday.
- Second round of issues data - Qualtrics promised to deliver their results to Kogan by next Tuesday. Ideally, this would need to be modelled for target voters by end of next week so it can be used to help micro targeting effort to be pushed out in the following week.

At this juncture, we unfortunately don't have the luxury of only providing the perfect data set but must deliver something which shows the validity of what we have been promising we can do.

Last minute, I know, but lets all try to pull together to get this done, after which we can relax a little and provide refinements as they go along.

[REDACTED]

SCL Group  
CK International House  
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[scl corporate](#)  
[scl defence](#)  
[scl elections](#)  
[scl social](#)

[REDACTED] Jeff Silvester

I have been speaking with [REDACTED] and [REDACTED]. I understand that both were reaching out to you.

[REDACTED]  
Hi Jeff,

Any news on this?

[REDACTED]  
----- Original Message

-----

Subject: Re: Bolton data  
From: Jeff Silvester

[REDACTED]  
[REDACTED]

[REDACTED]

I just checked the SCL data server. I have not yet received the Boulton data, but I will speak with the data team early Thursday morning to find out exactly when it will be available. I'll keep you posted.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Hi Jeff,

Hope this finds you well. I'm just wondering what the status is on the Bolton data (i.e. data for North Carolina, Arkansas and New Hampshire) - how much of it have you received from SCL and to what extent is it loaded into the platform?

Best,

[REDACTED]

[REDACTED]

### INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT (this "Agreement" or "License") dated as of 17 September 2014 (the "Execution Date"), and effective as of 18 March, 2014 (the "Effective Date"), is made and entered into by and between AggregateIQ Data Services Limited., a company registered in British Columbia ("AIQ" or "Licensor"), and SCL Elections, Ltd., a company registered in England and Wales ("SCL" (the "Company" or "Licensee") (each of the Licensor and Licensee are a "Party" and collectively, "Parties").

WHEREAS, Licensor and Licensee entered into that certain Non-Solicitation and Non-Competition Agreement, dated as of 17 September 2014, (the "Non-Solicitation and Non-Competition Agreement");

WHEREAS, Licensor and Licensee entered into that certain Intellectual Property Deposit and Transfer Agreement, dated as of 17 September 2014; and

WHEREAS, the Licensor and Licensee have entered into a Services Agreement dated as of 17 September 2014 (the "Services Agreement") for the delivery of a product (the "Product") described therein .

NOW THEREFORE, the Parties hereby agree as follows:

1. License Grant. Subject to the on time payment by the Licensee of all amounts owing under the Services Agreement, Licensor hereby grants to Licensee a perpetual, irrevocable, royalty-free, exclusive, worldwide license to use or otherwise exploit, within the Field for application to or for any region worldwide, all Intellectual Property owned or controlled by Licensor or its affiliates on the Effective Date and thereafter developed or acquired by Licensor or its affiliates at any time after the Effective Date. For the avoidance of doubt, this exclusive license grant covers the exploitation of Licensed IP applicable to any region within the Territory. Licensee shall have the right to sublicense its rights set forth above to a subsidiary or affiliate, subject to the prior written approval of Licensor, which shall not be unreasonably withheld. "Intellectual Property" means all intellectual property created specifically for the creation of the Product including the following: (i) inventions, discoveries, improvements, ideas, Know-How (defined below), formulas, methodology, processes, technology, software (including password unprotected interpretive code or source code, object code, development documentation, programming tools, drawings, rules, specifications and data) and applications and patents in any jurisdiction

pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, renewals or extensions; (ii) trade secrets, including models, methodologies, specifications, rules, procedures, processes and other confidential information and the right in any jurisdiction to limit the use or disclosure thereof, subject to section 6(b) below; (iii) writings, designs, software, or other works, applications or registrations in any jurisdiction for the foregoing; (iv) databases; (v) books and records pertaining to the foregoing; (vi) claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing; and (vii) all rights relating to the items identified in (i) – (vi) above, including without limitation all patents, copyrights, and trade secret rights.. "Licensed IP" means all Intellectual Property to be licensed to the Licensee. The terms "Field," "Know-How," and "Territory" shall have the same meaning as set forth for those terms in the Intellectual Property Deposit and Transfer Agreement executed concurrently by the Parties (the "IP Deposit and Transfer Agreement").

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue in perpetuity unless terminated. For the avoidance of doubt, all license rights granted under Section 1 of this Agreement prior to termination shall survive termination of this Agreement.

3. Ownership of Intellectual Property. All Intellectual Property purchased or developed after the Effective Date on or up to November 4, 2014, either by Licensee, or by Licensor specifically for the Product, shall be owned by the Licensee. Licensor hereby agrees to take all actions necessary to perfect such ownership by Licensee. Licensor shall retain full and exclusive ownership of all Licensed IP, as well as any Intellectual Property developed, purchased or otherwise acquired by Licensor, prior to the Effective Date.

4. Enforcement of Licensed IP. Licensee shall have the right and discretion to enforce the Licensed IP worldwide within the Field and within the scope of the license granted in Section 1. At Licensee's written request, Licensor and its affiliates shall cooperate and participate in any such enforcement, and the Licensee shall reimburse Licensor and its affiliates for any reasonable out of pocket expenses incurred in connection with such cooperation or participation.

5. Governing Law. This Agreement and any dispute arising hereunder shall be governed by, and construed in accordance with, the laws of England and Wales, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

6. Confidentiality.

(a) Licensor hereby agrees to treat all Licensed IP as strictly confidential and agrees not to disclose, publish, utilise, employ, exploit or in any manner whatsoever use the confidential information for any reason or purpose beyond the scope of this Agreement without the prior written consent of Licensee, where consent may be withheld in the sole and absolute discretion of Licensee; provided that Licensor may disclose Licensed IP (a) as required by applicable law, regulation or legal process; and (b) to any of its affiliates or advisors for the purpose of evaluating and negotiating the potential transaction between the parties. Notwithstanding the foregoing, Licensor may use Licensed IP that were developed prior to the Effective Date as part of its business operations. Licensee hereby agrees to treat all Licensed IP as strictly confidential and agrees not to disclose, publish, utilise, employ, exploit or in any manner whatsoever use the confidential information for any reason or purpose beyond the scope of this License without the prior written consent of Licensor, where consent may be withheld in the sole and absolute discretion of Licensor; provided that Licensee may disclose Licensed IP (A) as required by applicable law, regulation or legal process; and (B) to any of its affiliates or advisors for the purpose of evaluating and negotiating the potential transaction between the Parties.

(b) Licensor shall notify Licensee regarding any of Licensor's trade secrets disclosed to Licensee pursuant to this Agreement. Licensee shall undertake all commercially reasonable efforts to protect the secrecy and confidentiality of all such trade secrets, such efforts being at least as protective of such secrecy and confidentiality as Licensee applies or would apply to its own trade secrets. Failure by Licensee to meet its obligations under this paragraph shall be deemed a material breach of this Agreement, and Licensor shall be entitled to seek injunctive relief to prevent further breach or disclosure without the need to prove irreparable harm, as well as pursue any other remedies at law or equity.

7. Jurisdiction; Enforcement.

(a) Each of the Parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the English courts for purposes of enforcing this Agreement or determining any claim arising from or related to the transactions contemplated by this Agreement. In any such action, suit or other proceeding, each of the Parties hereto irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claim that it is not subject to the jurisdiction of any such English Court, that such action, suit or other proceeding is not subject to the jurisdiction of any such English Court, that such action, suit or other proceeding is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper; provided that nothing set forth in this sentence shall prohibit any of the Parties hereto from removing any matter

from one English Court to another English Court. Each of the Parties also agrees that any final and unappealable judgment against a Party hereto in connection with any action, suit or other proceeding will be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of England. A certified or exemplified copy of such award or judgment will be conclusive evidence of the fact and amount of such award or judgment.

(b) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Agreement without the need to prove irreparable harm, this being in addition (subject to the terms of this Agreement) to any other remedy to which such party is entitled at law or in equity. In the event that any Action is brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives any defense or counterclaim, that there is an adequate remedy at law.

8. Assignment. Licensee may assign this Agreement and any of the rights, interest or obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any subsidiary, affiliate or acquirer of assets of Licensee that does not compete with Licensor's business without prior written consent of Licensor. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

9. Severability and Waiver.

(a) Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(b) No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege, nor any single or partial exercise of any such right,

power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

10. Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, letters of intent and undertakings, both written and oral, among the Parties with respect to the subject matter hereof.

11. Headings. The headings contained herein are for the convenience of reference only, and are not intended to define, limit, expand or describe the scope or intent of any clause or provision of this Agreement.

12. No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties (and their authorized assignees) any rights, remedies or other benefits under or by reason of this Agreement.

13. Further Assurances. Each Party will take such actions and execute and deliver to the other Party such further documents as a Party may reasonably request to give effect to any of the provisions of this Agreement.

14. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties. Each Party may deliver its signed counterpart of this Agreement to the other Party by means of electronic mail or any other electronic medium utilising image scan technology, and such delivery will have the same legal effect as hand delivery of an originally executed counterpart.

[The remainder of this page has been left blank intentionally.]

**scl** elections

108 New Bond Street, London

W1S 1EF United Kingdom

Tel: +44(0) 20 7930 3500 Fax: +44(0) 870 428 0844

info@sclgroup.cc

www.scl.cc

IN WITNESS WHEREOF, the Parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement; the Parties have caused this Agreement to be signed by their respective duly authorised officers, all as of the date first written above.

Licensor – AggregateIQ Data Services, Limited.

By:

Name: Zackary Massingham

Title: President



Licensee – SCL Elections, Ltd.

By:

Name:

Title:

	A	B	C	D	E	F	G
1			SCL Commercial / Elections & Social Group Management				
60	50	C					
61	51	C					
62	52	C					
63	53	C			Message Deployment Specialist		
64	54	C					
65	55	C					
66	56	C	AIQ to Hire		IT Engineer		
67	57	C	AIQ to Hire		IT Engineer		
68	58	C	AIQ to Hire		IT Engineer		
69	59	C	AIQ to Hire		IT Engineer		
70			SCL Worldwide				
71	1						
72	2						
73	3						
74	4						
75	5						
76	6						
77	7						
78	8						
79	9						
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84	14	Zac Massingham			Head of SCL Canada		
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## **GS DATA AND TECHNOLOGY SUBSCRIPTION AGREEMENT**

*Between*

**GLOBAL SCIENCE RESEARCH LTD**

*And*

**SCL ELECTIONS LIMITED**

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DATED: 4 JUNE 2014

PARTIES

- (1) **GLOBAL SCIENCE RESEARCH LTD** (Company Number: 060785) whose trading office is at MAGDALENE COLLEGE, CAMBRIDGE CB3 0AG, United Kingdom ("GS" or "Licensor")
- (2) **SCL ELECTIONS LIMITED** (Company Number: 08256225) whose trading office is at 108 New Bond Street, London W1S 1EF, United Kingdom ("SCL" or "Licensee").

**Preliminary**

This GS Profiled Data and GS Technology Subscription Agreement ("Agreement") is between Licensor (**GS**) and the Licensee (**SCL**) who wishes to use the licensed GS Technology and GS Profiled Data for use as an end user. This Agreement covers GS Technology, GS Profiled Data and any related Software and Documentation.

**1. Term and Access**

- 1.1 GS grants SCL a subscription Licence to use GS Technology and access GS Profiled Data in the Territory subject to the terms, rights, restrictions and limitations contained in this Agreement.
- 1.2 The subscription Licence will commence on the Commencement Date and continue until the earlier of (a) November 31, 2014 (the **Term**) or (b) such time as one party gives notice to the other in accordance with clause 10.
- 1.3 A Project and Specification Schedule (Schedule 2) has been prepared by GS and SCL that identifies any specific outcomes from the GS Technology or GS Profiled Data (the **Deliverables**) and the Fees to be paid by SCL to GS.
- 1.4 In addition to the GS Technology and GS Profiled Data, GS may carry out further duties or Services as agreed between the parties in writing from time to time.
- 1.5 This Agreement will prevail over any inconsistent terms or conditions contained, or referred to in any other communications, pre-contractual representations, mistakes, correspondence, terms or material supplied by either party, or by third parties, or implied by law, trade custom, practice or course of dealing.

**2. Fees**

- 2.1 SCL will pay to GS the Fees in accordance with the relevant Project and Specification Schedule.
- 2.2 The Fees will be payable within seven (07) Working Days of the date of invoice, to be invoiced by GS to SCL on a mutually agreed upon rolling basis throughout the course of the Term.
- 2.3 VAT or any other sales taxes (if any) will be excluded from the Fees.
- 2.4 All amounts due under this agreement will be paid by SCL to GS in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 2.5 GS shall make available to SCL receipts of expenditures for review, inspection and final approval by SCL where such approval shall remain in the judgement of SCL. GS shall also submit weekly invoices in advance of spending monies on online harvesting exercises. For the avoidance of doubt, invoices shall contain

the receipts from online panels, online surveying utilities, online display networks or online recruitment sites, whichever the case may be, and the monetary amount listed on that receipt must match the monetary amount being requested by the GS invoice.

- 2.6 Unless otherwise approved by SCL, GS warrants that monies transferred to it shall only be used for the procurement or harvesting of samples from online panels, online surveying utilities, online display networks or online recruitment sites, whichever the case may be, to further develop, add to, refine and supplement GS psychometric scoring algorithms, databases and scores, and that no monies from SCL shall be spent by GS on salaries, consultant fees, personnel, office space, travel, promotions and advertising.
- 2.7 Where travel is required and necessary for the completion of the Project, GS must first seek advance written approval of such travel expenses from SCL.
- 2.8 Where there are reasonable costs that are not borne from data collection but are advantageous to the delivery of Project, such as IT security, GS must first seek advance written approval of such non-data expenses from SCL.

### **3. Standards**

- 3.1 GS will provide SCL use of the GS Technology and access to GS Profiled Data using a "Software-as-a-Service" model.
- 3.2 GS will reasonably endeavour to allocate sufficient resources, including qualified personnel, to carry out, manage and support the reliable functioning of the GS Technology, GS online social media databases and GS Profiled Data.
- 3.3 In the event that GS is unable to provide sufficient resources or personnel after reasonable efforts given the constraints set out in clause 2.6, SCL will support GS in procuring resources or personnel for GS to use as its own agents to temporarily carry out, manage and support the GS Technology, GS online social media databases and GS Profiled Data. GS shall not refuse such assistance unless GS determines that such assistance risks exposing or harming GS's Intellectual Property Rights.
- 3.4 For the avoidance of doubt, GS is entitled to use, at its discretion, third party contractors, subcontractors, vendors, affiliates and third parties to assist it with delivering this Project and/or with carrying out, managing and supporting the GS Technology, GS's online social media database and GS Profiled Data.

### **4. Licensee obligations**

SCL will:

- 4.1 co-operate with GS in all matters relating to the Project;
- 4.2 provide such information relating to SCL as GS may request and SCL considers reasonably necessary, in order to deliver the Project and carry out, manage and support the reliable functioning of the GS Technology and GS Profiled Data, in a timely manner, and ensure that it is accurate in all material respects; and
- 4.3 not attempt to appropriate, assert claim to, restrict or encumber the rights held in, interfere with, deconstruct, discover, decompile, disassemble, reconstruct or otherwise reverse-engineer the GS Technology, GS Profiled Data or GS's algorithms, current or future datasets or databases harvested using the GS Technology, methods, formulae, compositions, designs, source code, underlying

ideas, file formats, programming interfaces, inventions and conceptions of inventions whether patentable or un-patentable.

## 5. Change Control

- 5.1 An authorised representative of SCL and an authorised representative of GS will meet at least once every week, either in person or via a virtual platform, to discuss matters relating to the Project. If either party wishes to change the scope of the Licence or execution of the Project, it will submit details of the requested change to the other in writing.
- 5.2 If either party requests a change to the scope of the Licence or execution of the Project, GS will, within a reasonable time (and in any event not more than five working days after receipt of SCL's request), provide a written estimate to SCL of:
  - 5.2.1 the likely time required to implement the change;
  - 5.2.2 any necessary variations to the Fees arising from the change; and
  - 5.2.3 any other impact of the change on this agreement.
- 5.3 Unless both parties agree in writing to a proposed change, there will be no change to this Agreement.
- 5.4 If both parties agree in writing to a proposed change, the change will be made, only after agreement of the necessary variations to the Fees, the Project, the Licence and any other relevant terms of this Agreement to take account of the change that has been reached. The agreement must be varied in accordance with clause 13.

## 6. GS Licence

- 6.1 GS grants to SCL a non-transferrable, non-sublicenseable, non-assignable, non-exclusive and limited subscription licence ("Licence") to use GS's online data harvesting and psychological profiling technology ("GS Technology") and to access psychological scores created by GS's underlying harvested datasets and algorithms ("GS Profiled Data") to further enhance or augment its political modelling of the population in eleven states within the Territory unless a future superseding agreement can be reached.
- 6.2 Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, GS has and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, rights in underlying databases, trade secret, know-how and other Intellectual Property Rights) in and to the GS Technology, GS Profiled Data, and all copies, modifications, constituent data components and derivative works thereof. SCL acknowledges that it is obtaining only a limited license right to use the GS Technology and GS Profiled Data and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to SCL under this Agreement or otherwise.
- 6.3 SCL shall not release, risk, deposit or otherwise make available any of GS's proprietary, sensitive or confidential information or data to the public or to SCL's clients, partners or affiliates, particularly if that information or data could be used to deconstruct, discover, decompile, disassemble, reconstruct or otherwise reverse-engineer the GS Technology, GS Profiled Data or GS's algorithms, current or future datasets or databases, methods, formulae, compositions, designs, source code, underlying ideas, file formats, programming interfaces,

- inventions and conceptions of inventions whether patentable or un-patentable. SCL also shall not archive any of GS's Intellectual Property beyond the Term.
- 6.4 SCL shall keep all of GS's proprietary, sensitive or confidential information or data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information.
- 6.5 SCL acknowledges that any and all Intellectual Property Rights held or owned or otherwise controlled, utilised, developed, acquired, created or licensed by GS will continue to vest with GS. Nothing in this Agreement shall inhibit, limit or restrict GS's ability to exploit, assert, transfer or enforce any Intellectual Property Rights anywhere in the world.
- 6.6 Neither party will be entitled to use the other party's marks or logos (including in connection with any promotional or marketing material, or exercise any promotional or marketing rights) without, on each and every occasion, the other party's prior written approval.
- 6.7 Upon reasonable notice from GS, and in order to confirm or investigate compliance with the provisions of this Agreement, SCL shall provide access to, and the right to inspect, all records relating to the GS Technology, GS's social media database and GS Profiled Data, and access logs pertaining to any processing thereof. Unless otherwise agreed, any such inspection shall occur only at the business offices of SCL, during normal business hours, and shall be conducted by a mutually acceptable third-party inspector. The costs of any such inspection shall be paid by GS upon requesting such inspection unless a data default within the procedures and processes of SCL is discovered, in which case SCL will be obliged to reimburse the reasonable costs of GS and any relevant third parties.

## 7. Liability

- 7.1 Nothing in this agreement will operate to exclude or limit either party's liability for death or personal injury caused by its negligence, for fraud or for any other liability which cannot be excluded or limited under applicable law.
- 7.2 GS will not in any circumstances have any liability for any loss or damage which may be suffered by SCL, whether suffered directly or indirectly, whether immediate or consequential and whether arising in contract, tort (including negligence) or otherwise, which falls within any of the following categories:
- 7.2.1 special or indirect or consequential damage even if GS was aware of the circumstances in which such damage could arise; or
  - 7.2.2 loss of profits (whether considered a direct or indirect loss).
- 7.3 GS's aggregate liability in respect of claims arising out of or in connection with this agreement or any collateral contract, whether in contract or tort or otherwise, will not exceed the Contract Fee paid by SCL to GS under this Agreement.
- 7.4 All conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are, to the extent permitted by law, excluded.

## 8. Confidentiality

- 8.1 Either party may disclose (**Disclosing Party**) confidential information to the other party (**Receiving Party**) in relation to other party's business, business practice,

- employees or other confidential information relating to the other party's business affairs (**Confidential Information**).
- 8.2 For the avoidance of doubt, Confidential Information shall include, but not be limited to, Documentation or any information provided by GS to SCL pertaining to GS Technology and GS Profiled Data.
- 8.3 The Receiving Party will:
- 8.3.1 not use such Confidential Information other than for the purpose of performing its obligations under this agreement; and
- 8.3.2 not disclose such Confidential Information to a third party except with the prior written consent of the Disclosing Party or in accordance with clauses 8.4 and 8.5.
- 8.4 The Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, agents, subcontractors and advisers (a **Recipient**) to the extent that disclosure is reasonably necessary for the purposes of this Agreement.
- 8.5 The Receiving Party will ensure that each Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this agreement as if the Recipient were a party to this agreement.
- 8.6 The Receiving Party must not make any copies of Confidential Information without the express consent of the Disclosing Party and must maintain and protect the Confidential Information with the same degree of care as it uses to keep confidential its own proprietary information, but in any event with not less than a reasonable degree of care.
- 8.7 The provisions in this clause 8 do not apply to Confidential Information which:
- 8.7.1 at the date of this agreement or at any time after that date, becomes publicly known, other than by the Receiving Party's or a Recipient's breach of this agreement.
- 8.8 The Receiving Party will at the Disclosing Party's request and also upon any termination of this agreement:
- 8.8.1 return to the Disclosing Party all documents and other materials that contain any of the Confidential Information, including all copies made; and
- 8.8.2 permanently delete all electronic copies of Confidential Information from the Receiving Party's computer systems except pursuant to legal, regulatory or professional standards requirements.
- 8.9 Following termination of this agreement:
- 8.9.1 the Receiving Party will make no further use of the Confidential Information; and
- 8.9.2 the Receiving Party's obligations under this agreement will otherwise continue in force in respect of Confidential Information, disclosed without limit in time.
- 8.10 Any disclosure of Confidential Information pursuant to this agreement will not confer on the Receiving Party any Intellectual Property Rights in relation to the Confidential Information.

- 8.11 To the extent that the Receiving Party may be required to disclose Confidential Information by order of a court or other public body that has jurisdiction over the Receiving Party, it may do so. Before making such a disclosure the Receiving Party will, if the circumstances permit, inform the Disclosing Party of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information).
- 8.12 Neither party may make any public announcement or disclosure regarding the existence or subject matter of this Agreement, unless it first obtains the other party's written consent.
- 8.13 For the avoidance of doubt, the Receiving Party's duty of confidence shall apply to any related prior communication or provision of Confidential Information by the Disclosing Party to the Receiving Party that occurred prior to the Commencement Date of this Agreement.

## 9. Data protection

- 9.1 The parties warrant and undertake to each other that, in relation to this agreement, they have complied with and will continue to comply with the provisions of all relevant personal information legislation, regulations and/or directives in all relevant territories, including, for the avoidance of doubt, the Data Protection Act 1998 and any safe harbour principles agreed between the United States Department of Commerce and the European Commission. Each of the parties warrants and undertakes that it will not knowingly do anything or permit anything to be done which might lead to a breach of any such legislation, regulations and/or directives by the other party.
- 9.2 GS warrants to SCL that the Terms and Conditions of the GS Technology and any other related data harvesting exercise it conducts shall seek out informed consent of the seed user engaging with the GS Technology and that GS shall materially and substantially conform its operations, procedures, databases and technologies to the eight Data Protection Principles as outlined in Schedule 1 of the Data Protection Act 1998.
- 9.3 Both parties to this Agreement assert and recognise that GS is the Data Controller per Section 1(1) of the Data Protection Act 1998 for any and all data harvested using the GS Technology or any GS online social media database and therefore GS shall be burdened with ensuring compliance with the Data Protection Act 1998 and the Information Commissioner's Office.
- 9.4 GS shall ensure it is duly registered with the Information Commissioner's Office and that it remains in good standing with all relevant administrative and regulatory bodies.
- 9.5 Upon reasonable notice from SCL, and in order to confirm or investigate compliance with the Data Protection Act 1998 and any safe harbour principles agreed between the United States Department of Commerce and the European Commission, GS shall provide access to, and the right to inspect, all SCL voter file records (SCL Data) transferred to GS for matching to GS online data or to be scored by the GS Technology, and access logs pertaining to any processing thereof. Unless otherwise agreed, any such inspection shall occur only at the business offices of GS, during normal business hours, and shall be conducted by a mutually acceptable third-party inspector. The costs of any such inspection shall be paid by SCL upon requesting such inspection unless a gross statutory compliance default within the procedures and processes of GS is discovered, in

which case GS will be obliged to reimburse the reasonable costs of SCL and any relevant third parties.

## **10. Termination**

- 10.1 Either party may terminate this agreement with immediate effect at any time by notice in writing to the other if:
  - 10.1.1 the other is in material or persistent breach of any provision of this Agreement, and the breach, if capable of remedy, is not remedied within 20 Working Days of receipt by the defaulting party of notice requiring the breach to be remedied; or
  - 10.1.2 the other party suffers an Insolvency Event.
- 10.2 SCL may terminate this agreement after the Trial Sample but before the full Project commences if:
  - 10.2.1 the SCL voter file records transferred to GS, matched to GS online harvested data and scored by GS Technology do not meet minimum quality and coverage standards set forth in the Agreement as outlined in clause 10.3; and
  - 10.2.2 reasonable written notice is delivered to GS.
- 10.3 SCL warrants that it will be satisfied that GS has delivered sufficient quality and coverage if the Trial Sample delivered to SCL:
  - 10.3.1 contains a minimum of 10,000 uniquely matched records in one or more of the States as defined in Schedule 2 of this Agreement;
  - 10.3.2 where no record contains fewer than 70% of the number of scores as agreed to in Schedule 2 of this Agreement; and
  - 10.3.3 where a matched record is defined as an entry that can only be matched to a unique single record in the SCL dataset and where unique is defined as a combination of the record's forename, surname, gender and, if available, birthday and/or location.
- 10.4 Upon the completion of the Project, GS shall delete any data transferred by SCL to its servers, or in the event where SCL data has been transferred by GS onto third party cloud computing services, GS shall order that cloud server to delete the data. However, SCL data may be used for academic research where no financial gain is made, so long as permission is granted by SCL to GS at the end of the Project where permission will not be unreasonably withheld. GS warrants to SCL that GS shall not commoditise any data transferred to GS by SCL unless SCL grants GS written permission to do so where permission shall be left at the sole and exclusive discretion of SCL.
- 10.5 In the event that GS is unable to provide SCL the minimum quality standards as stipulated in this Agreement, or where GS fails to deliver a minimum of two million (2,000,000) matches in the eleven States within the timeline outlined in Schedule 2 of this Agreement, then SCL shall not transfer to GS any of its data.
- 10.6 In the event that GS provides SCL with two million one hundred thousand matched records (=2,100,000) in the eleven States that also meet the minimum quality standards at an averaged cost of each matched record is at or below Fifty US Cents (USD \$0.50), then SCL will additionally transfer to GS a dataset of circa

one million (~ 1,000,000) citizens of Trinidad and Tobago for use in academic research.

- 10.7 For the avoidance of doubt, GS also warrants to SCL that GS shall further respect the terms of the "Master License and Services Agreement" between SCL and InfoGroup signed in March 2014 and not use the datasets for any financial gain. GS will also seek out written advance permission from Cambridge Analytica LLC, a Delaware limited liability company, where that data is to be published.
- 10.8 SCL shall retain ownership of its voter file datasets and nothing in this Agreement, including where SCL delivers to GS samples of voter data for matching to GS scores, shall be construed as a transfer of ownership from SCL to GS. For the avoidance of doubt, any SCL data used by GS to match GS's harvested online data and scores to the SCL voter roll or to SCL consumer data must be separated from the GS database and deleted after the matching exercise is completed unless permission is granted by SCL in writing to GS to retain that data on the conditions set out in clause 10.4 of this Agreement.
- 10.9 Upon completion of the Project, GS shall waive any moral rights held in the matched voter file records or message testing results outlined in Schedule 2 of this Agreement to SCL and GS shall not object to SCL taking credit for the records without any reference to GS when making copies of the records, messages or scores to be delivered to clients.
- 10.10 On termination of this agreement (however arising) clauses 6, 8, 9, 10, 14, 15, 16, 19, 21 and 23 will survive and continue in full force and effect.

## 11. Anti-Bribery

- 11.1 Both parties will:
  - 11.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
  - 11.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 11.1.3 comply with SCL's anti-bribery policies that may update them from time to time (**Relevant Policies**); and
  - 11.1.4 have and will maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 11.1.2, and will enforce them where appropriate.
- 11.2 GS must ensure that any person associated with GS who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on GS in this clause 11 (**Relevant Terms**). GS will be responsible for the observance and performance by such persons of the Relevant Terms, and will be directly liable to SCL for any breach by such persons of any of the Relevant Terms.
- 11.3 For the purpose of this clause 11, the meaning of adequate procedures and whether a person is associated with another person will be determined in

accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

**12. Force majeure**

GS reserves the right to defer the date for performance or delivery of the GS Technology, GS Profiled Data or any additional Services if GS is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) extremely low sample response rates out of GS's control given the temporal, financial or material constraints of this Project, strikes, lockouts or other industrial disputes (whether involving the workforce of GS or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**13. Variation**

No variation of this agreement will be valid unless it is in writing and signed by or on behalf of an authorised representative of each of the parties.

**14. Waiver**

- 14.1 A waiver of any right under this agreement is only effective if it is in writing. No failure or delay by a party in exercising any right or remedy under this Agreement or by law will constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.
- 14.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

**15. Severance**

- 15.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision will, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement will not be affected.
- 15.2 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

**16. Entire agreement**

- 16.1 This Agreement and all schedules appended thereto, constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 16.2 Nothing in this Agreement will limit or exclude any liability for negligence or fraud.

**17. Assignment**

SCL will not, without the prior written consent of GS, assign, transfer, charge, mortgage, or deal in any manner with all or any of its rights or obligations under this agreement.

**18. No partnership or agency**

Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between either of the parties, nor constitute either party the agent of the other party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**19. Rights of third parties**

A person who is not a party to this Agreement will not have any rights under or in connection with it.

**20. Advice and counsel**

Both parties acknowledge and warrant to each other that they have read and fully understand the terms and provisions of this Agreement, have had an opportunity to edit, amend and negotiate the terms of this Agreement to reflect their wishes, have had an opportunity to review this Agreement with independent, qualified and competent legal counsel and with independent technical advice from subject matter experts, and have executed this Agreement based upon their own judgment and advice of independent counsel.

**21. Notices**

- 21.1 Any notice or other communication given under this agreement must be in writing (which for the purposes of this clause 20 includes email) and delivered personally, sent by first class post, or transmitted by fax or email to the relevant party's address specified in this agreement or to such other address or fax number or email address as either party may have last notified to the other. A confirmatory copy of any notice transmitted by fax or email must also be delivered or sent by first class post to the relevant party.
- 21.2 Any notice or other communication is deemed to have been duly given on the day it is delivered personally, or on the second Working Day following the date it was sent by post, or on the next Working Day following transmission by fax or email or, in the case of any notice or communication delivered by pre-paid airmail, providing proof of postage on the fifth Working Day following the due date it was sent by post.

**22. Dispute Resolution**

- 22.1 If any dispute arises in connection with this agreement, the parties will first attempt to resolve it in good faith as promptly as practicable. If such dispute cannot be resolved within 20 Working Days of notice of the dispute or within such further period as the parties may agree mutually, the parties will attempt to settle it by mediation in accordance with the London Court of International Arbitration (**LCIA**) under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.
- 22.2 The number of arbitrators shall be one (01).
- 22.3 The seat, or legal place, of arbitration shall be London, UK.
- 22.4 The language to be used in the arbitral proceedings shall be English.
- 22.5 The governing law of the contract shall be the substantive law of England and Wales.
- 22.6 Each party shall bear its own costs in connection with any mediation and the parties shall bear equally the costs of such mediation.

**23. Governing law**

- 23.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter, will be governed by, and construed in accordance with, the law of England and Wales.
- 23.2 The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter.

The parties have signed this agreement on the date set out above.

SIGNED by Alex Kogan  
DR ALEKSANDR KOGAN for and on  
behalf of GLOBAL SCIENCE RESEARCH  
LTD in the presence of:

Witness:

Signature :

  
Name : Joseph Chancellor  
Occupation : Co-Director, GSR  
Address : 12 AINSWORTH PLACE C8ZPG

SIGNED by \_\_\_\_\_  
ALEXANDER NIX for and on behalf of SCL  
Elections Limited in the presence of:

Witness:

Signature :

Name :

Occupation :

Address :

The parties have signed this agreement on the date set out above.

**SIGNED by** \_\_\_\_\_  
**DR ALEKSANDR KOGAN** for and on  
behalf of GLOBAL SCIENCE RESEARCH  
LTD in the presence of:

Witness:

Signature :  
Name :  
Occupation :  
Address :

**SIGNED by**   
**ALEXANDER NIX** for and on behalf of SCL  
Elections Limited in the presence of:

Witness:

  
Signature :  
Name : **MARCUS BELTRAN**  
Occupation : **SCL EMPLOYEE**  
Address : **108 NEW BOND STREET**  
**LONDON W1S 1EF**

**Schedule 1**  
**Definitions and interpretations**

1. In this agreement, including the schedules, the following words and expressions have the following meanings:

<b>Authorised Person</b>	to be appointed by each party.
<b>Commencement Date</b>	the date of this agreement.
<b>Deliverables</b>	the services to be delivered by GS to SCL in accordance with Schedule 2.
<b>Documentation</b>	means any supporting product help and/or technical specifications documentation provided by GS to SCL.
<b>Fees</b>	the fees payable in respect of the Licence and Project payable as referred to in and in accordance with the Project and Specification Schedule.
<b>Insolvency Event</b>	<p>where the relevant party:</p> <ol style="list-style-type: none"> <li>1. has a receiver, administrative receiver, administrator, manager or official receiver appointed over its affairs;</li> <li>2. goes into liquidation, unless for the purpose of a solvent reconstruction or amalgamation;</li> <li>3. has distress, execution or sequestration levied or issued against any part of its assets and is not paid within seven days;</li> <li>4. is otherwise unable to pay its debts as they fall due within the meaning of section 123 Insolvency Act 1986; or</li> <li>5. is subject to any analogous event under the law of any relevant jurisdiction.</li> </ol>
<b>Intellectual Property Rights</b>	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in online data harvested by GS and in online social media data scored or collected by GS, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such

rights, and all similar or equivalent rights or forms of protection in any part of the world.

<b>Licence</b>	the licence agreement entered into between GS and SCL on the date of this Agreement as specified in clause 6.
<b>Personal Data</b>	as defined in the Data Protection Act 1998.
<b>Project</b>	the project set out in the Project and Specification Schedule.
<b>Services</b>	any services provided GS to SCL in addition to the Licence as set out in Schedule 2, as may be amended by the parties from time to time.
<b>Territory</b>	United States of America
<b>Working Day</b>	a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London, UK.

2. Schedule and paragraph headings will not affect the interpretation of these Conditions.
3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
4. The schedules form part of this agreement and will have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
5. Words in the singular will include the plural and vice versa.
6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
7. Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
8. References to clauses and schedules are to the clauses of and schedules to this agreement.
9. Headings are for convenience only and are to be ignored in interpreting this agreement.

## Schedule 2

### Project and Specification Schedule

#### **Background and Rationale**

To infer psychological profiles, self-report personality test data, political party preference and moral value data are collected as described below in "Process Overview". After data is collected, models are built using psychometric techniques (e.g. factor analysis, dimensional scaling, etc) which use Facebook likes to predict people's personality scores. These models are validity tested on users who were not part of the training sample. Trait predictions based on Facebook likes are at near test-retest levels and have been compared to the predictions their romantic partners, family members, and friends make about their traits. In all previous cases, the computer-generated scores performed the best. Thus, the computer-generated scores can be more accurate than even the knowledge of very close friends and family members.

GS's methodology is different from most social research measurement instruments in that it is not solely based on self-reported data. Using observed data from Facebook users' profiles makes GS's measurement genuinely behavioural. Interviews, surveys, and long lists of Likert scales rely on using a respondent's answers in a specific situation as a proxy for observational data generated over long periods of tracking individuals. These types of data collection are frequently met with problems of interviewer bias, noise generated by anomalies in verbal presentation of survey questions, confounding influence of participant's mood, and the difficulties in estimating long-term personality behaviour from short and volatile psychometric questionnaires, among others. Furthermore, these methods rely on people being willing to respond to surveys--thus, creating a sample that is biased towards more altruistic and compliant members of society. Since this option is not reliant on people answering surveys, this bias is completely avoided.

GS's method represents a scalable, digital solution to psychometric profiling that avoids these concerns. Using Facebook data as a repository of observed online behaviours enables the analysing and modelling of said data to create robust personality psychology profiles on a scale that reaches into the millions, compared to less than 100 profiles generated by the laboratory-based personality observation methods of the past over a period of months. GS's methods also allow SCL to substantially gain value and benefit from insight derived from people who live outside the target eleven states, as their data is also used to create, refine and make more accurate human personality models that can then score those who live in the eleven target states.

The resulting deliverable is a less costly, more detailed, and more quickly collected psychological profile at the same or greater volume of individuals profiled than other options, like standard political polling or phone samples. GS's method relies on a pre-existing application functioning under Facebook's old terms of service. New applications are not able to access friend networks and no other psychometric profiling applications exist under the old Facebook terms.

#### **Geographic Scope ("States")**

The GS Profiled Data will only be appended to voter file records (SCL Data) supplied to GS by SCL in the following eleven States in the Territory:

- |              |                    |
|--------------|--------------------|
| 1. Arkansas  | 6. Nevada          |
| 2. Colorado  | 7. New Hampshire   |
| 3. Florida   | 8. North Carolina  |
| 4. Iowa      | 9. Oregon          |
| 5. Louisiana | 10. South Carolina |

## 11. West Virginia Phased Implementation

There will be two phases in this project:

### **Phase I: "Trial Sample Phase"**

This phase will be used by SCL to assess the GS Technology and GS Profiled Data.

This phase will begin on the Commencement Date and last for seven (07) Working Days from that date.

### **Phase II: "Full Sample Phase"**

This phase will be used by SCL for message testing and to generate a "Super Sample" for its political modelling project in the aforementioned eleven (11) States in the Territory.

This phase will begin the day following the end of Phase I and last for 20 Working Days.

### **Optional Timeline Extension**

If SCL determines, at its sole and exclusive discretion, that GS is making genuine and reasonable efforts to deliver the Project, but constraints outside GS's reasonable control are delaying progress, SCL may choose to grant GS up to an additional 10 Working Days to complete the deliverables of this Project whereby for the purposes of this Agreement GS will be considered to have delivered the Project on time.

## **Minimum Data Contents for Matched Records**

All matched records supplied by GS to SCL must contain the following:

- Forename
- Surname
- Gender
- Location
- Modelled GS Big Five Personality Scores (x5)
- Modelled GS Republican Party Support Score
- Modelled GS Political Involvement/Enthusiasm Score
- Modelled GS Political Volatility Score

## **Additional Data Contents for Matched Records**

SCL recognises that not all its records matched to GS Data will contain the same information and that coverage of different data points will vary within the GS Data in the eleven States. However, where a matched record in one of the eleven States contains the following data, GS will also provide:

- Date of Birth (Partial or Complete)
- Zip Code
- Residential Address (or any component thereof)
- Answers to political surveys, if they completed one

## **Quantity of GS Scored Records Matched to SCL Voter Records (Trial Sample Phase)**

The total size of the initial Trial Sample will range between ten thousand (10,000) and thirty thousand (30,000) respondents in the Territory.

## **Quantity of GS Scored Records Matched to SCL Voter Records (Full Sample Phase)**

The total number of GS records matched to SCL records in the eleven States will range between one and a half million (1,500,000) and two million (2,000,000) and GS will make reasonable efforts to provide two million (2,000,000) matched records, or as close to that quantity as possible.

### **Fees**

**Contract Fee:** Three Pounds Fourteen Pence (GBP £3.14).

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**Trial Sample Fee:** Fee shall not exceed Five US Dollars (USD \$5.00) per successful Seed Respondent.

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**Full Subscription Fee:** To be established after the Trial Sample and where the total Subscription Fee, when divided by scored records successfully matched to SCL's voter file and consumer database, shall not exceed the price of Seventy-Five US Cents (USD \$0.75) per matched record.

### **Process Overview**

The approach has several steps:

1. GS generates an initial "seed sample" using online panels.
2. GS uses its battery of psychometric inventories to investigate psychological, dispositional and/or attitudinal facets of the sampled respondents.
3. GS guides respondents through its proprietary data harvesting technology (GS Technology) and upon consent of the respondent, the GS Technology scrapes and retains the respondent's Facebook profile and a quantity of data on that respondent's Facebook friends.
4. The psychometric data from the seed sample, as well as the Facebook profile and Facebook friend data is run through a proprietary set of algorithms that models and predicts psychological, dispositional and/or attitudinal facets of each Facebook record.
5. The output of step 4 is a series of scores for each record.
6. GS receives a dataset from SCL and conducts a matching exercise to append two million (2,000,000) records with GS scores.
7. GS exports the matched records back to SCL.

### **Phase I Training Set**

In order to effectively create psychological profiles based on relationships to Facebook data, a set of training data will be necessary. This data gathering will be composed of a full personality inventory and Facebook scrape for each individual included. Furthermore, procedures in the training set must meet the highest possible standards of normalised demographic distribution and satisfaction of statistical assumptions surrounding linear modelling analysis.

The ultimate product of the training set is creating a ‘gold standard’ of understanding personality from Facebook profile information, much like charting a course to sail. Once the procedure to produce personality profiles from Facebook data is finalised, some free radical factors will impact these predictions within a controlled error rate, just as a charted course to sail must be as perfect as possible account for multiple unknown tidal, meteorological, and geographic factors. Sampling in this phase will be repeated until assumptions and distributions are met.

### **Assumptions of Linear Modelling**

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**Linearity:** Predictor variables must be correlated (related) to outcome variables in a linear fashion.

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**Independence:** Residuals from terms of the regression must be independent (uncorrelated). We will use a Durbin-Watson test to produce independence test statistics.

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**Homoscedasticity:** Each level of each predictor variable must be subjected to tests of variance and cross-compared. P-values produced from tests comparing variance results across predictor levels will determine violation or satisfaction of this assumption.

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**Error distribution normality:** The residuals from the modelling procedure must be checked for normality. T-tests comparing means of the model and observed data must produce p-values that are insignificant.

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**External variable independence:** All related data collected from individuals, which are not included in the models but are significantly correlated to outcome variables, must be uncorrelated to predictor variables.

### **Message Testing**

Throughout Phase II SCL’s messaging concepts will be tested by appending message testing procedures to a subset of seed sample. This experimental design will be measured using a modified AD ACL neurological arousal measure to test emotional response to message stimuli. Testing in this manner will facilitate direct comparison of psychological profiles to message test outcomes for individuals matched to the SCL database as concurrent processes. This message testing procedure streamlines design by reducing call centre load and optimising cost through pre-matched online samples. For the avoidance of doubt, message testing shall occur concurrently to the Phase II Full Sample and political message testing shall be incorporated into the seed samples to reduce costs and optimise the timeline.

### **Demographic Distribution Analysis**

As matched psychological profiles from each cohort are received by SCL, frequency analysis on each of the aforementioned demographic variables will be conducted to ensure that the distribution of these variables matches the distribution of the complete voter database in each state. Should these skews be found, subsequent iterations will engage in targeted data collection procedures through multiple platforms to eliminate these biases, thus ensuring that psychological profiles cover all possible groups to emerge from target voter clustering. If necessary, brief phone scripts with single-trait questions will be conducted to polish off data gaps which cannot be filled in from targeted online samples.

# CONFIDENTIAL MEMORANDUM

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**TO:** Rebekah Mercer, Steve Bannon, and Alexander Nix

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**FROM:** [REDACTED]

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**DATE:** July 22, 2014

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**RE:** Participation in US Elections

## **Privileged Attorney Client Legal Advice & Attorney Work Product**

You have asked for guidance regarding the participation of Cambridge Analytica, LLP, a foreign corporation, and of foreign nationals in connection with United States elections for federal, state and local government office. This memorandum first explains the law, the regulations and some relevant precedents before offering specific guidance.

### **Legal & Regulatory Framework**

We must start by reviewing the applicable law and regulations, which prohibits contributions, donations, expenditures, independent expenditures, and disbursements by foreign nationals, 2 USC. 4411 3, 36 USC 510. As detailed in the Federal Elections Commission (“FEC”) Regulations at, 11 CFR §110.20 (b), “A foreign national shall not, directly or indirectly, make a contribution or a donation of money or other thing of value, or expressly or impliedly promise to make a contribution or a donation, in connection with any Federal, State, or local election.” Of greater concern is 11 CFR §110.20 (i) “***Participation by foreign nationals in decisions involving election-related activities. A foreign national shall not direct, dictate, control, or directly or indirectly participate in the decision-making process of any person, such as a corporation, labor organization, political***

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Memorandum to Rebekah Mercer, Stephen Bannon  
and Alexander Nix

July 22, 2014

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**committee, or political organization with regard to such person's Federal or non-Federal election-related activities, such as decisions concerning the making of contributions, donation, expenditures, or disbursements in connection with elections for any Federal, State, or local office or decisions concerning the administration of a political committee.** (emphasis added)"

The thrust of the law has always been to limit foreign nationals from funding activity that directly or indirectly impacts federal, state or local elections. The genesis was in the Foreign Agents Registration Act of 1938 ("FARA"), which was amended in 1965 to make it unlawful for an agent of a foreign principal to make or solicit contributions in connection with any U.S. elections. In 1975, post the Watergate scandal, the law was strengthened to prohibit any donations or contributions by a foreign national, not just agents of foreign governments. And the law clearly applies to any elections within the United States, not just federal elections. This long standing principle was reinforced and strengthened after a series of investigations and public scandals alleging attempts by Chinese nationals to influence U.S. elections, including the election of the President, using illegal contributions funneled through straw donors. In explaining the 2002 amendments to the law, the Explanation and Justification published at 67 Fed Reg 69946, indicated, "the addition of political organizations to the listing of decision-making entities and of donations and disbursements to the list of transactions about which decisions are made; all of these additions are needed to address fully the prohibition of the funding of State and local elections. **Foreign nationals are prohibited from taking part in decisions about contributions and donations to any Federal, State, or local candidates or to, or by, any political committees or political organizations, and in decisions about expenditures and disbursements made in support of, or in opposition to, such candidates, political committees or political organizations. Foreign nationals also are prohibited from involvement in the management of a**

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Memorandum to Rebekah Mercer, Stephen Bannon  
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**political committee, including a separate segregated fund, a non-connected committee or the non- Federal accounts of these committees** (emphasis added). “

The notion that it is legal to limit the participation of foreign nationals in United States elections, with regard to campaign activity, and not just to financial contributions, was reaffirmed in a recent case challenging the law prohibiting foreign nationals (Canadians) from making campaign contributions and expenditures, as well as making decisions regarding same. In *Bluman v FEC* 800 F. Supp 2d, 281,288 (D.D.C 2011), the court noted, **“We read these cases to set forth a straightforward principle: It is fundamental to the definition of our national political community that foreign citizens do not have a constitutional right to participate in, and thus may be excluded from, activities of democratic self-government. It follows, therefore, that the United States has a compelling interest for purposes of First Amendment analysis in limiting the participation of foreign citizens in activities of American democratic self-government, and in thereby preventing foreign influence over the U.S. political process”**(emphasis added). In 2012 the U.S. Supreme Court upheld the Bluman decision without further analysis. As an aside, I’ve read through the briefs and decisions in Bluman, both are almost entirely devoted to donations and expenditures of funds by foreign nationals, and only mention in passing campaign work by such individuals. The key connector appears to be the ability of campaign decision makers to expend federal dollars by making decisions about how to create and promote a campaign’s message. Moreover, the §110.20 (i) was expressly challenged and upheld by the Court.

In addition, violations of the aforementioned provisions are subject to criminal prosecution, punishable by fines and imprisonment, in addition to administrative action by the Federal Election Commission. As such, the Department of Justice has jurisdiction to

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Memorandum to Rebekah Mercer, Stephen Bannon  
and Alexander Nix

July 22, 2014

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engage in discovery of documents and emails, to question witnesses, and otherwise use all the tools at its disposal to investigate and prosecute alleged violations.

### **Advisory Opinions & FEC Investigations**

Given this background the Federal Election Commission has acknowledged that foreign nationals may volunteer personal services to a federal campaign, as long as the volunteer activity does not include fund raising from foreign nationals, or the management of a campaign. While virtually all of the published advisory opinions of the FEC, as well as the published investigations and administrative cases, involve the donation of money by a foreign individual, or corporation, usually through a PAC, there is one matter, Advisory Opinion 2004-26, which is directly on point. The candidate for federal office was engaged to a foreign national, who happened to be an elected official in her native country, he asked about the limits of her involvement in his campaign. The FEC advised that she could serve as an uncompensated volunteer, could attend meetings, rallies and debates, and even could solicit funds from U.S. citizens, but that she could not be involved in the management of the Committee. Specifically, she was not allowed to participate in decisions regarding election-related activities, including directing, dictating, controlling, or directly or indirectly participating “in the decision-making process of any person,...political committee, or political organization, in connection with elections for any Federal, State, or local office or decisions concerning the administration of a political committee.” Ironically, the same opinion advised, “Ms. Rios Sosa may attend meeting with Representative Weller and Committee personnel regarding Committee events or political strategy. She may not, however, be involved in the management of the Committees.” Presumably, the strategy sessions would not involve the expenditure of funds, which is barred by the regulations.

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In Advisory Opinion 2007-22, the FEC advised a candidate that he could hire Canadian citizens as members of his campaign staff, could allow them to be volunteers, and could purchase material and advice from Canadian citizens and campaigns, as long as he paid fair market value and used properly raised federal funds. The opinion added an admonition regarding accepting campaign contributions from Canadians, but said nothing about management roles by foreign nationals. This is probably because the requestor only asked about the use of federal campaign funds, and generally described the services of volunteers and staff as involving low level functions, such as distributing leaflets and making phone calls.

One example of a matter that alleged both improper contributions and an alleged decision-making role by foreign nationals could be found in Matter Under Review 5998 (“MUR”). A MUR is the vehicle through which the FEC investigates complaints, and prosecutes violations of the federal election laws. In 2008 Judicial Watch filed a formal complaint alleging that the McCain for President Campaign and its treasurer violated the act by accepting illegal campaign contributions and illegal participation from Lord Jacob Rothschild and/or Nathaniel Philip Rothschild. In simplest terms the allegation was that a fundraiser held for McCain at Spencer House in London was done with the “kind permission” of the Rothschilds’, which the complaint speculated meant they were involved in making donations and decisions. An investigation revealed that the McCain campaign paid the usual and going rate to rent Spencer House, only accepted donations from US citizens, and that neither Rothschild had a decision-making role in the event. This speculative complaint, involving a presidential candidate, and well-respected foreign nationals, took almost seven months to resolve, and required lengthy responses by the McCain campaign, and both Lord Jacob Rothschild and Nathaniel Philip Rothschild.

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Memorandum to Rebekah Mercer, Stephen Bannon  
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### **Cambridge Analytica, LLP**

With this background we must look first at Cambridge Analytica, LLC (“Cambridge”) and then at the people involved and the contemplated tasks. As I understand it, Cambridge is a Delaware Limited Liability Company that was formed in June of 2014. It is operated through 5 managers, three preferred managers, Ms. Rebekah Mercer, Ms. Jennifer Mercer and Mr. Stephen Bannon, and two common managers, Mr. Alexander Nix and a person to be named. The three preferred managers are all United States citizens, Mr. Nix is not. Cambridge is primarily owned and controlled by US citizens, with SCL Elections Ltd., (“SCL”) a UK limited company being a minority owner. Moreover, certain intellectual property of SCL was licensed to Cambridge, which intellectual property Cambridge could use in its work as a US company in US elections, or other activities.

Cambridge is clearly a domestic company entitled to participate in US elections as a vendor, and, in certain instances, such as through an independent only expenditure committee, it could make federal election contributions. However, because Cambridge is currently being managed day to day by Mr. Nix, in order for Cambridge to engage in such activities Mr. Nix would first have to be recused from substantive management of any such clients involved in U.S. elections, and could only participate in ministerial functions, which could include overseeing billings, resource allocation within the company, etc. Such recusal, including the general construct of fire walls to ensure that only US citizens are making decisions about US election activity, and to separate working teams that are engaged in substantive work for two or more entities that are not permitted to coordinate their activities<sup>1</sup>, will allow Cambridge to participate in the 2014 U.S. elections, if it can provide U.S. citizens,

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<sup>1</sup> Coordination means made in cooperation consultation or concert with, or at the request or suggestion of, a candidate, a candidate’s authorized committee, or a political party committee. This includes agents and common vendors.

[REDACTED]

[REDACTED]

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Memorandum to Rebekah Mercer, Stephen Bannon  
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or green card holders, to manage the work and decision making functions, relative to campaign messaging and expenditures.

### **Specific Questions regarding Foreign Nationals**

Foreign Nationals may work in a U.S. political campaign, but may not play strategic roles including the giving of strategic advice to candidates, campaigns, political parties, or independent expenditure committees. On the other hand foreign nationals may act as functionaries that collect and process data, but the final analysis of said data should be conducted by U.S. citizens and conveyed to any U.S. client by such citizens. If the foreign nationals were to conduct the analysis it could support a claim of indirectly participating in the decision to spend federal campaign funds.

To the extent you are aware of foreign nationals providing services, including polling and marketing, it would appear that unless it is being done through U.S. citizens, or foreign nationals with green cards, the activity would violate the law. In the alternative, one may make the argument that any analysis is simply a report, a tool that other campaign staff uses to formulate policy, campaign messages and determine expenditures. While one could formulate such an argument, without seeing the work product and analysis it is not possible to determine if such a “loophole” is workable. And the consequences of a mistake could be significant.

Staff may work as functionaries on multiple campaigns, as long as the activity doesn't raise a coordination issue. For example, the same staffer could work on any number of congressional and or state campaigns, but could not work on a congressional campaign and an independent expenditure committee involved in the same campaign. Another memorandum will go into more details regarding the issues of message and fundraising coordination.

[REDACTED]

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The history of prohibiting foreign national's involvement in U.S. campaigns, be it for federal, state or local office, clearly distinguishes between citizens, and those with a green card, versus all others, broadly classified as foreign nationals. Therefore, the possession of an H1 visa or student visa is of no moment for this analysis.

### **Data Handling**

There are no federal election regulations specific to the handling of data, or purchase of data, from foreign sources. It therefore would be legal to hold, and to process data outside of the United States. Raw data need not be kept in silos, or quarantined, as multiple campaigns could access such data, as long as the campaign pays a fair market value for access to, and the use of such data. However, to the extent the data is "influenced" by being manipulated by a certain campaign, and that record is available to other users, than the data might need to be quarantined. For example, if a candidate's campaign decides to create a sub-class of potential voters, say women over 60, and an independent expenditure group working in the same geographic area could discern that selection, it could be viewed as improper coordination. Therefore, the manipulation of the data should be kept separate, while the raw data may be maintained in one large data base.

The modeling of data gathered for each campaign should be kept separate and not available to other campaigns, unless they are permitted to share and pay allocable costs. By example, a senate candidate and a house candidate in the same state may want to analyze and model voting patterns of women over 60 in order to effectively communicate with such group. The two campaigns would share expenses of the work, and the resulting messaging, predicated on the reach, or exposure of the message; presumably the senate campaign would impact a larger audience in terms of data gathering and messaging, and therefore be required to pay a higher percentage of the expenditure.

[REDACTED]

[REDACTED]

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Raw data collated and analyzed as part of Cambridge's business development may be used for marketing, or messaging, with any appropriate campaign, as long as the campaign pays fair market rates for the material it uses. Material appropriately provided purely as part of a sales pitch would not have to be paid for by a potential client. Obviously, material for marketing the business has a cost that is included as part of the overhead of Cambridge, while the usage of candidate specific data would be expected to be a consideration in determining a fair market value for services. The more relevant data Cambridge "owns & controls", the more effective it may be in marketing services against entities without such relevant data. Simply put, the existence of mailing lists and the like are the "coin of the realm" for "mail houses" that market to campaigns. Likewise, the larger the database Cambridge controls, along with its ability to demonstrate the value proposition for its analytical tools, the greater the likelihood Cambridge will be retained by political entities.

If Noah Robinson visited SCL, or Cambridge, to learn about the services available, I don't see such a "sales meeting" creating any particular prohibition on going forward with a future contract with the Robinson campaign. With the usual caveat that any decision maker must be a U.S. citizen or green card holder, while lower level staff may be foreign nationals. Remember, it is the ability to influence the expenditure of campaign dollars, at the federal, state or local level that is prohibited, therefore those that analyze and advise would likely be considered to be influencing a campaign, while those purely involved in data gathering, and general modeling would not. Moreover, the person who records video or audio is clearly a functionary, while the editor is likely to be viewed as a decision "influencer". It would be safest to have U.S. citizens perform the message editing functions.

Contacting outside professionals for guidance, be it legal or strategic, should be done by a citizen employee or volunteer for a campaign. It should be able to be "filtered" through Cambridge management for the purposes of billing and cost control, but the substance is best

[REDACTED]

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handled by a person or person involved with a specific campaign that has a specific issue to address. To the extent questions are of a general nature, having to do with the management and marketing of Cambridge, any appropriately designated manager or executive should be permitted to manage the professional relationship.

In summation, the prohibition against foreign nationals managing campaigns, including making direct or indirect decisions regarding the expenditure of campaign dollars, will have a significant impact on how Cambridge hires staff and operates in the short term.

[REDACTED]

KANTO SYSTEMS

# Service Level Agreement

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Kanto Systems and SCL Elections

**Kanto Systems**  
05/02/2014

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CONFIDENTIAL

## **Introduction and Purpose**

### **Purpose**

This document gives a detailed explanation of the services Kanto will provide SCL for message testing in focus groups and only covers the parts of the Kanto services for this purpose.

### **Parties Involved**

This Contract is between Kanto Systems Ltd. (Kanto), company number 8228842, the supplier of services listed, and SCL Elections Ltd. (SCL), company number 8256225, the company supplying election strategy advice for the Republican Party for the next Presidential Election in the United States.

### **Commencement Date and Duration**

This software and services will be accessible from 17<sup>th</sup> February 2014 and the licence will terminate on the 31<sup>st</sup> December 2014.

### **Exclusivity**

The Contract is signed on an exclusive basis for political use in the continental United States. Kanto Systems shall have no limitation on its right to make agreements for the services listed here in the Contract to any other organisation or body wishing to purchase these services at any time.

## The product

An application for mobile research: seamless information collation designed for multiple research formats, Kanto provides a comprehensive survey tool for use in focus groups. Kanto reduces, or even eliminates, costs, time constraints and any quality problems which may arise from traditional campaign data collection methods. The APP allows SCL in-house, strategic control and overview of the research process, facilitating quality control and enabling them to view raw data as research is uploaded. Kanto allows quick scale accessible, flexible research methods for any campaign from Governor to School Boards, from Nationwide to State elections.

Kanto allows researchers flexible control of research of five main factors.

- 1) Branched survey flow, random assignment to conditional flows and randomised item presentation.
- 2) Adaptable scale types to avoid traditional measure limitations.
- 3) Duration records for completed survey and each survey item.
- 4) Audio/video recording of question responses for behavioural analysis and transcription.
- 5) Time-tracked responses to video and audio stimuli for message testing/existing campaign media analysis.

### SCL conducting research with Kanto allows:

- 1) In-house control of research for data collection quality control and live data visualisation.
- 2) Customised survey flow, including question branching and item randomisation.
- 3) Flexibility of item and task type.
  - a. Likert scales, semantic differential scales, etc.
  - b. Visual tasks (e.g. Implicit Analysis Test ("IAT").
  - c. Aural and video judgement tasks for time series and behavioural analysis.
- 4) Confirmation of participant identity through collection of demographic data matching points.
- 5) Real time results of participants when data is uploaded
  - a. Google reports view of the data
  - b. Moderators able to adapt research in live time.

## Description of Select Features

### Kanto Features for the USA Project with SCL Elections

#### Customised Survey Flow

Question flow, or ordering of items, is determinable at the single item level. Each answer a participant gives may precipitate a specific survey branching flow and question presentation may be randomised, in addition to random conditional flow assignment. This functionality allows for conditional experimental design, adaptation to non-response and elimination of priming effects emanating from previous questions which may be polarising.

Kanto's highly refined conditional question branches enable each voter response to re-work the following question flows in live time. In other words, Kanto can create uniquely individual questionnaires for each voter and will continue to customise the flow with each response, with each question determinable by the immediate preceding answer as required by research design.

#### Examples of Conditional Questions

A question that asks the voter's occupation can then make more in depth questions in issues which may affect them. For example:

What is your occupation?

- Public Safety (Police, Fire etc)
- Educator
- Government Worker
- Banker

Each response can trigger a new set of questions. If the person answers Public Safety, the follow up question may be asking an opinion on the closure of a local police or fire station. If the voter answers Educator, the follow up question may be in regards to teachers' salaries, or the view of raising property taxes to gather more money for local schools.

This is used extensively to shut down areas of surveys that are unhelpful in certain situations, eg asking those without children where they do their children's shopping.

Similarly, a single question may have the potential to offend participants or arouse strong feelings that would impact subsequent responses to other items. Randomising presentation of items ensures that these 'priming' effects are minimised.

#### Time Tracking

Kanto continuously records time data during each survey, measuring total time to completion and time allocated to each item.

Time records yield two distinct benefits to the researcher: (1) facilitates removal of biased data from careless or rushed responses; and (2) raw time output may be used to approximate time measures for response-time sensitive tasks.

Time based analysis is a powerful tool for veracity checking of completed surveys. The three things to look out for: Very quick responses; very slow responses; and consistent gaps in responses. Each of

the above would be used to determine if a participant is not completing the surveys appropriately and may be in need of further guidance or alternatively the results should be excluded.

## General Item Types

Kanto supports a general battery of question types including but not limited to: multiple choice, Likert scale, slider selection etc.

**Likert Scale** is the most widely used approach to scaling responses in psychometric survey research.

This feature allows candidates to know exactly what a population feels on specific policy proposals. A typical example is: Do you think taxes should be lowered?

Strongly Disagree, Disagree, Neither Agree nor Disagree, Agree, Strongly Agree

**Text question:** Prompts the respondent to enter information using the onscreen text keyboard, eg what is your favourite colour? (Field where user can enter the text 'purple'.)

**Numeric input question:** Prompts the respondent to enter numbers using the onscreen numeric keyboard, eg. How many times have you visited? (Field where user can enter the digits '25'.)

**Single select question:** Prompts the respondent to choose a single answer from a pre-defined set of answers or selectable images, eg. Which of these colours is your favourite? (Choose one.)

**Multiple select question:** Prompts the respondent to choose one or more answers from a pre-defined set of answers or selectable images, eg. Which of these colours do you like? (Choose as many as apply.)

This, coupled with conditional questions and Kanto's reporting functions, will easily show how different sections of the population react to this question. These features build on each other to be able to create a targeted message to the groups the candidate needs to win in order to be elected.

## Audio/Visual Recording

Participants may be video or audio recorded via device microphone and camera(s) at any time during survey flow. This data can then be used by SCL for eye tracking at later stages, particularly useful for attention monitoring. Due to the size of complete session recordings, the video will be displayed locally on the device for retrieval as needed.

## Audience Response

Constant tracking of audience opinion and reaction to campaign events not only allows a connection to be formed between a presenter/candidate and their audience, but also allows a valuable insight into audience thought processes and perceptions. This is a unique breakthrough into the local campaigning area, having previously only been financially viable for the Presidential Elections. Kanto makes this available to every level of political campaigning. You can test how your target audience and voters react to candidate's speeches, videos, campaign ads and literature and debates.

Kanto offers audience response functionality through live participant ratings of aural and visual material, concurrent to presentation and audio/visual recording. As a participant watches a video or listens to a recording, the degree to which they like or dislike the stimulus is continuously collected and linked to time stamp of the recording. Analysis may use this data to determine specifically which parts of messaging material are found agreeable or disagreeable by participants.

Audio and visual recording of the participant during these tasks supplement ratings data by facilitating attention and verbal feedback analysis. Consent can be solicited within the app for this purpose.

### Specialised Scales

Kanto offers several different types of question formats to adapt to traditional item limitations.

#### Semantic Differential

Semantic differential is a type of a rating scale designed to measure the opinion of objects, events and concepts. The connotations are used to derive the attitude towards the given object, event or concept.

An example question might be: What do you think of the candidate's approachability?

Good | | | | | | Bad

The aggregate analysis will determine if the differences of respondent views are demographic, age, or economic, income levels, or in-depth psychometric analysis.

#### Thurstone Method

This technique for developing an attitude scale compensates for the limitation of the Likert scale, in that the strength of the individual items is taken into account in computing the attitude score.

This technique can be used to rate statements on a scale, where statements can be assigned a position on a scale of 1-10.

A common example is rating your representative on a scale of 1-10, where 10 is doing a great job and 1 is doing an awful job. The average scores can then be calculated and shown in regards to specific demographics of the population. This type of question can be very useful when determining who to select when challenging an incumbent candidate.

### Data Security

We use AES 256. This type of security is considered military level security, allowing us to maintain confidential data storage; we use SSL and HTTPS for transmission of data.

### Data validity

Where the results are being monitored this provides SCL full control of the collected data, by allowing the ability to proactively eliminate fake, duplicate and habitually disengaged panelists. Advanced analysis can also be done in-house by SCL to use both experiential and behavioral

variables, to measure the impact of your survey design on audience engagement and provide suggestions for further improvement and maximizing effectiveness of each focus group. SCL analysis of this raw data would be based on the information of very quick responses, very slow responses and consistent gap in responses. Each of the above would be used to determine an attendee is unlikely to be maintaining attention and supplying useful data.

## Report functionality

Comma Separated Variable (CSV) data reports can be accessible from our website and a Tableau set up can be provided if required, we also offer a Google charts option.

## Web Portal

SCL will have up to 10 macro level administrator accounts and 20 state specific accounts, which will each provide the ability to edit survey questions, media, question flow and view results. Live data results may be easily exported to third parties for client relations.

The Google report functions are:

Column chart, histogram, bar chart, Combo chart, stepped area chart, donut chart, candlestick, line chart, scatter chart for snake analysis).

This can be used for client side reporting where needed, allowing cursory reports to be monitored to provide ongoing reassurance of progress.

SCL will have complete control over how many collected surveys and different survey scripts allowing each state to have independent survey flows and to change the surveys as often as required.

## Pricing

We offer the application package as demonstrated in the week commencing 17<sup>th</sup> February 2014, as is, for the product as described for use until 30<sup>th</sup> December 2014 for £53,200 + VAT.

The payment schedule will be

30% on Contract signing;

40% when the first focus group question is asked; and

30% one month after the first question has been asked.

Payment terms are within 10 days.

## Support:

We offer a support package at £4,500 + VAT a month for UK based front and backend support and technical assistance where required. This will provide set up and operational assistance to SCL as needed. We will provide 24 hour support for the required period. American based support can also be provided for an additional £2,000 + reasonable expenses per month.

Uploading videos, changing question sets and question orders can be done by a member of the Kanto support team if required or by SCL at our web portal.

## Extra functionality

Where required we can modify and adjust the application as your requirements change. We will provide a product improvement submission sheet and we will quote on duration of each request and invoice appropriately for the work. Our Daily rate is £700 + VAT.

Tableau can be provided if required at an additional cost of £1,000 plus any Tableau licence fee costs and this can form part of client facing reports.

## SCL Responsibilities towards Kanto Systems

### Recognition

Kanto Systems would like recognition on SCL's website and to be listed as a partner.

### Media content

The videos to be displayed need to be under 2MB and in an MP4 video format without restrictions on its playback. Any photographs and videos to be used must be supplied with appropriate copyright usage to allow their display

Wifi will be provided at focus groups where video displays are being used.

### Tablets:

These are the minimum specifications to run the Kanto app.

#### Android

Android 4.4  
1.2 GHz dual-core ARM Cortex A9 processor  
RAM - 1 GB  
Storage - 32 GB  
Battery Life – 5 hours with video  
Camera – 2 Megapixels Camera Resolution (Front)  
Android Apps available on Google Play  
Wi-Fi and 802.11a/b/g/n/ac 2.4G+5GHz,  
Screen size above 9 inches  
Bluetooth 4.0

#### Apple

iOS 7.05  
A7 chip with 64-bit architecture  
RAM - 1 GB  
Storage - 32 GB  
Up to 9 hours  
1.2MP photos  
App Store  
Wi-Fi (802.11a/b/g/n); dual Channel (2.4GHz and 5GHz)  
Screen size above 9 inches  
Bluetooth 4.0

The serial numbers and make of devices will need to be provided to the UK Kanto team.

Tablets must be stored securely and locked up overnight to avoid tampering and theft of devices.  
Kanto is not providing geo-location tracking on the devices.

### Databases:

Full voter files for circumstances when voter verification is required with the app.

### Tablets operating systems:

We are providing software for the current Android and Apple operating systems and will develop and adjust our apps for an additional fee as the operating systems change. Some operating system changes may cause existing app functions to cease operating and therefore we recommend only using Android 4.4 and iOS 7.0.5.

### Branding

Branding details will be provided to Kanto and these will take two weeks to be implemented.

## **Legal and compliance**

### **Intellectual Property Rights**

1. You warrant and undertake that your use of Kanto App and/or any materials it contains will not infringe the intellectual property rights or any other rights of any third party and, to the fullest extent permitted by applicable UK law, you shall indemnify and hold harmless Kanto against all claims, actions and/or proceedings brought against Kanto, and any related losses, damages, reasonable costs (including legal costs), reasonable expenses and liabilities suffered or incurred by Kanto, in the event of its breach of this warranty and undertaking.
2. You shall not decompile, disassemble or reverse engineer the Software or otherwise attempt to create derivatives in any manner and shall not interfere with any security devices, encryption and passwords.

### **Access**

3. Kanto reserves the right to withdraw or amend the service provided on Kanto App without notice and without liability (see below). Kanto will not be liable if, for any reason, Kanto App is unavailable at any time or for any period.

Kanto has the right to disable any user identification code or password, whether chosen by you or allocated by it, at any time, if, in the opinion of Kanto, you have failed to comply with any of the provisions of these terms and conditions of use.

Kanto have used reasonable skill and care in designing the Software. It is supplied for the agreed period 'as is'.

### **Changes to/Operation of Web Application**

4. Without notice and without liability, Kanto may at any time:
  - Change the format and content of Kanto App.
  - Suspend the operation of Kanto App for support or maintenance work, in order to update the content, or for any other reason.
  - Restrict or terminate access to part(s) or all of Kanto App.

### **Exclusion of liability**

5. To the fullest extent permitted by law, Kanto expressly excludes:
  - All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
  - liability for any:
    - (a) Loss of actual or anticipated profit;
    - (b) Loss caused by business interruption;
    - (c) Loss of goodwill or reputation; or
    - (d) Indirect, special or consequential cost, expense, loss or damage, suffered by you in connection with Kanto App or in connection with the use, inability to use, or results of the use of Kanto App any websites or applications linked to it and any materials posted on it or which it contains, even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by you and Kanto and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

## **Scope of Services Kanto will provide SCL**

### **Product**

A mobile app, installable through a QR code or web link that meets descriptions of the product as described.

### **Administrator access**

SCL will have up to 10 macro level administrator accounts and 20 state specific accounts which will each provide the ability to edit survey questions, media, question flow and view results.

### **Services we rely on:**

We use Amazon S3, Fasthosts, Google, Apple and other cloud providers for servers and general operations. We will not be able to mitigate catastrophic or unforeseen outages in their services. We have two separately located UK servers and one in Germany.

### **Miscellaneous**

Kanto provides the raw data not the analysis of the data.

Appendix Item 1 shows those items that are ready now and those that will be ready for a February 17<sup>th</sup> start date and those waiting on an SCL decision.

## Agreement of Contract

Both Parties below agree to the Contract in its entirety. This Contract is interpreted under English Law.

Supplier

Kanto Systems Ltd.

1 Love Lane

Thomas Borwick (Director)

London, EC2V 7JN

Date

Purchaser

SCL Elections Ltd

108 New Bond Street

London, W1S 1EF

Date

Witness

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Name in Print

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Signature

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Address

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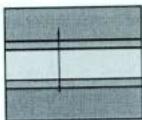
Phone Number

## Appendix Item 1

Feature	State	
<b>Focus group features</b>	(Now/Feb 17 <sup>th</sup> /SCL decision)	
Customisable scripts	Now	
Conditional question options (branching)	Now	
Video display	Now	
Picture rating, between a scale (for example 1-10)	Now	
Audio Playback	Now	
Audio recording onto device	Now	
Video recording onto device	Feb 17 <sup>th</sup>	
Optional and required questions	Now	
Answer Piping (i.e what do you think of ???)	Feb 17 <sup>th</sup>	
Timer to timestamp (seconds)	Now	
Option to skip end of questions	Now	
Option to show a clock on a question	Feb 17 <sup>th</sup>	
Offline mode for questions	Now	Video display requires internet
Likert scale	Now	
Text questions	Now	
Numeric input question	Now	
Single select	Now	
Multiple select	Now	
Questions on single page	Now	
Branding	SCL decision	
Slider questions	Now	
Random orders in drop down	Now	
Time records for each item	Now	
Time records for duration	Now	
Random selection of answers to static boxes	Now	
Timed exercises (with or without a clock appearing)	Feb 17th	
Random assignment to questions	Now	
<b>Support Features</b>		
In App Tutorials	SCL decision	Waiting on branding
Contact Central Office in London	Now	
Survey Creation Support in London	Now	
Email Assistance	Now	
Skype Assistance	Now	
Administrators master level	Feb 17 <sup>th</sup>	Desired usernames?
Administrators state level	Feb 17 <sup>th</sup>	Desired usernames?
Access controls front end	Feb 17 <sup>th</sup>	Desired usernames?
Change Password options	Feb 17 <sup>th</sup>	Password policy?
Google reports	SCL decision	
Tableau reports	SCL decision	
Just live data or "demo" space	SCL decision	Do you need a practice area set up?
Front end branding	Feb 17 <sup>th</sup>	

Focus group leader accounts	SCL decision	
View reports	Now	
Create and manage teams of volunteers	Now	
Access control front ends	Feb 17 <sup>th</sup>	
Consented video recording	Feb 17 <sup>th</sup>	
IAT	Feb 17 <sup>th</sup>	Order of pictures is not random
Confirmation of data upload	Feb 17 <sup>th</sup>	Do you need a random ID?
Advanced video analysis integrated	Feb 17 <sup>th</sup>	
Real time reports as data comes in for connected devices	Now	
Google charts	SCL decision	Which chart for which question
Unlimited Survey variants	Now	
Unlimited response	Now	
Copyright clearance certificates	Feb 17 <sup>th</sup>	
Tableau	SCL decision	
Voter verification database	SCL decision	
Data security (AES 256)	Now	
SSL	Now	
HTTPS	Now	
Active server monitoring software	Now	

From: [REDACTED]



15 (UK) Psychological Operations Group  
Defence Intelligence & Security Centre



To whom it may concern

11 January 2012

**PROVISION OF MEASUREMENT OF EFFECT (MOE) TRAINING & EDUCATION TO 15 (UK)  
PSYCHOLOGICAL OPERATIONS GROUP.**

**BACKGROUND**

Strategic Communication Laboratories Ltd (SCL) were commissioned, by competitive tender, to provide 15 (UK) Psychological Operations Group with MOE training. SCL were chosen as the preferred training provider on the basis of their exact compliance with the Statement of Requirement and the supporting evidence offered by the company of long standing and proven operational success in Strategic Communication and Influence led operations. In addition SCL are a UK List 'X' accredited company cleared to routine access of UK secret information.

**COURSE DELIVERY**

SCL provided 5 training staff to the unit for a two week period and delivered a comprehensive training package, supported with UK defence compliant training documentation. The training was delivered to a mixed ability audience and SCL were agile enough to tailor specific parts of the package to meet the differing needs of the students. The students ranged from Defence Science and Technology Limited scientists (roughly analogous to DARPA) through to deploying military Officers and senior soldiers.

Because of SCL's security clearances the final part of the training package was a classified case study from current operations in Helmand, Afghanistan; such contemporary realism added enormous value to the course.

**POST COURSE SUPPORT**

Since delivery SCL has continued to support 15 (UK) PsyOps and has done so without additional charge to the MoD. This has involved further testing of the trained product on operations in Libya and Afghanistan and, as required, further refinement of the methodology.

**RECOMMENDATION**

The MoD is officially disbarred from offering commercial endorsement. However, I would have no hesitation in inviting SCL to tender for further contracts of this nature; indeed it is my personal view that there are few, if any, other commercial organisations that can deliver proven training and education of this very specialist nature.

[REDACTED]

## 2.4 Case Studies

### ***Anti-Recidivism and Prisoner Rehabilitation, St. Lucia, 2011***

SCL undertook in 2011 an in-depth investigation of criminality and recidivism in St Lucia. The aim of the project was to understand crime and then suggest ways to address crime. SCL selected and examined a number of salient target groups to gauge their influence on recidivism rates. The primary objective of the project was to understand the primary motivations behind the non-desired behaviour that of recidivism – specifically in relation to criminal activity, gang membership and general re-offending. The secondary objective of the undertaking was to increase acceptance of former inmates amongst the community – a desired behaviour, which would complement efforts to halt reoffending.

Various factors were considered over the course of the research effort ranging from demographic and socio-economic concerns, to individual psychological and behavioural factors. Among the outcomes achieved were a set of recommendations to help the government of St. Lucia to control the rate of reoffending. These included – a series of strategies to alter community mind-sets including:

- Widening the awareness of crime prevention, stigmatization and corrections among the population
- Encouraging the government and business class to engage communities across St Lucia to provide economic opportunities.
- Further to this SCL recommended a framework of initiatives to tackle gang violence, youth crime and recidivism directly. Initiatives were suggested at all levels of analysis.,

### ***Honour Killings and Cultural Change, India, 2009 - 2010***

Between 2009 and 2010 SCL completed a project assessing the phenomenon of Honour Killings, in the Indian regions of Punjab, Haryana, Uttar Pradesh and Rajasthan. Despite numerous legal instruments and policy pronouncements the custom of honour killing remains an issue in India and one that does not chime with its self-image as a modern democracy. At the level of enforcement, local police and magistrates are often sympathetic to the practice of killing. This has made systematic enforcement of the law somewhat problematic.

SCL helped its client to better understand the often convoluted and secretive culture surrounding honour killings. The caste framework is deeply embedded into Indian society, however economic growth and the breakdown of prejudices amongst the younger generation has challenged preconceptions around traditional culture. SCL examined the cultural and social systems that gave rise to killings, including the socio-cultural understandings of honour (maryada) that drove the murders. SCL analysed the issue via problem space mapping and on that foundation proposed a number of interventions to stop honour killings taking place.

### ***Narcotic Smuggling and Human Trafficking, Mexico, 2011***

SCL was commissioned to conduct a Target Audience Analysis in 13 target locations across Mexico. The objective of the project was to provide strategic and operational recommendations for strategic communication campaigns aimed at countering drug-related crime, corruption, human trafficking and ambivalence toward drug trafficking organizations.

In the short space of five months, 1,800 Thematic Apperception Tests, 2,421 Guided Questionnaires and nearly 450 in-depth Interviews were conducted on four Primary Target Audiences and eleven Secondary Target Audiences. A further research phase, in the form of focus groups, was also conducted in 28 different city areas nationwide to create tactical, highly localized recommendations in support of project objectives. Baseline data was collected during the quantitative data collection phase according to SCL's Measure of Effectiveness methodology.

### ***Anti-Crime Campaign, St. Kitts and Nevis, 2009***

SCL was commissioned to institute an awareness campaign to address St. Kitts and Nevis' growing crime problem. In order to address the Government's concerns, SCL undertook intensive research through Target Audience Analysis to determine how to develop the public outreach programme. A strategic behaviour change communication campaign was developed to draw the public attention to the problem and to provide possible solutions. As part of the communication campaign, SCL produced a television programme called *Crime Control* to illustrate the growing problems and to provide a platform for the Government to provide advice to the public through mass communication. SCL also developed Crime Awareness Rallies and training and education to reach at-risk youths.

Additionally, SCL brought in a former FBI crime expert to review security procedures, resulting in the Weapons Amnesty Programme. Services provided by SCL included:

- Field research
- Quantitative and qualitative analysis
- Development of a communications campaign
- Campaign implementation.

### ***HIV/AIDS Campaign Evaluation, Eastern Caribbean for the OECS, 2010***

SCL was commissioned to review an ongoing anti-HIV/AIDS campaign throughout the Caribbean. In order to review and determine the reasons behind its ineffectiveness, a full study was conducted to determine why the audience did not respond. Among key findings, SCL found that the Target Audiences did, and would, not respond to the campaign's approach, which was considered inappropriate for such a serious subject. Additionally, the study showed Target Audiences' perception of condom use was directly linked to ideas about masculinity. If used voluntarily, it was widely perceived that men were admitting infection and, if asked to wear a condom, they were being accused of infection. In order to increase condom usage to help reduce the spread of HIV/AIDS, SCL's strategic recommendation was to conduct a campaign focused entirely on unwanted pregnancies, avoiding the issue of HIV/AIDS entirely.

### ***Jihadist Recruitment Mitigation, Pakistan, 2009***

In Pakistan, SCL successfully developed a behavioural change communication strategy based a target audience assessment and knowledge, attitudes and performances (KAP) surveys in the Federally Administered Tribal Areas (FATA), the Northern Areas and two locations within Azad Jammu and Kashmir (AJK). The primary aim was to understand ways to reduce behaviours associated with support for and/or recruitment into violent jihadist and militant Islamic groups. In total, 244 Semi-structured Depth Interviews and 898 Guided Questionnaires were conducted.

Recommendations based on the findings included the development of a clear, accurate, practical and data-driven strategic communication plan to act as a basis for future communication initiatives aimed at countering radicalisation, violent extremism and recruitment programmes. The strategy included the empowerment of older women, education campaigns focussing on the utilisation of local welfare groups and increased opportunities of local investment – specifically targeted at youth and promotion of local heroes.

***Audience Research Program, Afghanistan, 2010***

SCL undertook a large research project in more than a dozen Afghan provinces during 2010. The ultimate goal of the research was to improve the understanding of audience identities, attitudes, needs, behaviours, and narratives so that the client could better communicate with the Afghan population. The methods that were employed came from SCL's bespoke methodology and consisted of both qualitative and quantitative techniques tailored to the Afghan context.

The survey project itself looked at Afghanistan through a number of lenses including those of demographics, religious affiliation, ethnic and tribal group, socio-economic status, and geography. It also examined the psychological mechanisms that informed the decisions of Afghans, as well as the ways in which they perceived messages from the client. Despite the harsh operational conditions that prevail in Afghanistan, SCL was able to deliver a number of recommendations to improve the communicative ability and public perception of the client. These were based on the differing motivations and rationales that SCL found within the subsections of the Afghan populace. Among the outcomes achieved were:

- The reputation of the Afghan National Police was analysed and strategies to improve officer retention and public opinion of its work was improved.
- The social dynamics of each region was mapped so that the key community leaders were clearly identified. This in turn allowed recommendations to be made regarding actors that could aid client goals.
- Tactics were highlighted that could engage the community with official efforts to improve security and social concerns. Communicative plans were formulated for each population subgroup so that their perceptions and amenability to client goals would be improved.

***Reintegration Component of the South Sudan Disarmament, Demobilization and Reintegration Project, UNDP South Sudan, 2011***

This project was commissioned by UNDP South Sudan in July 2011. SCL was contracted to provide data management and analysis services to UNDP, using information from the National DDR Program Implementation Tracking Survey. The survey was conducted across seven states in South Sudan where reintegration services were provided to ex-combatants (XCs) and women associated with armed forces (WAAFs). Using survey results from approximately 4,500 – 5,000 XCs and WAAFs, SCL was able to give feedback on data quality, and to assess the success of the reintegration program and service delivery. Overall, SCL found that social integration level for XCs and WAAFs was fairly high, though economic reintegration lagged and varied by subgroup. After comprehensive analysis, SCL developed a set of recommendations for UNDP in order to maximize future effectiveness of the DDR program. Services provided by SCL:

- Quantitative and qualitative data analysis via traditional methods and of course bespoke application of SCL's methodology.
- Development of program recommendations that addressed the key objectives of the UNDP in the Sudanese context including economic and social reintegration of combatants.

## 2.5 Referees

### **UK Foreign and Commonwealth Office, [REDACTED] – Counter-Terrorism Prevention Unit**

In October 2008 the FCO appointed SCL Social to do a behavioural study in Pakistan to aid the FCO in strategic planning to counter violent jihadism. This six-month target audience analysis produced a series of strategic and operational recommendations for behavioural change communication and any future public awareness campaign strategies designed to tackle violent Jihadism. I found the SCL Social team to be consummate professionals, providing in-depth and accurate information and unique solutions to complex problems.

SCL Social were a joy to work with. In a difficult operating environment they were the only contractor to deliver actionable recommendations, which impacted on policy in the near term and the FCO's strategic direction in country. I wouldn't only recommend them, I'd work with them again in an instant."

Contact: [REDACTED]

### **Sandia National Laboratories (US Government Agency) [REDACTED] – [REDACTED]**

"SCL Social was commissioned to perform an in-depth behaviour change study in relation to violent extremism in South and Southeast Asia. It was a multi-regional study spanning several countries in South Asia and had tight deadlines. Some of the major campaign strategies, which were produced as a result of SCL Social's research, included working with local Imams and other community-based organizations. SCL Social's team was well trained and operated with the utmost professionalism. The complexity of conducting research in different countries was well managed and the analysis and recommendations were of the highest quality. I found SCL Social easy to work and communicate with, even when the teams were in the field. Communication with them was key and it was well managed from the start. I would happily recommend SCL Social and work with them again."

Contact: [REDACTED]

### **Government of St. Kitts and Nevis, [REDACTED]**

"From devising the overall campaign strategy, to creating and implementing each and every campaign component, SCL Social provided the platform to effectively communicate with the people of St. Kitts and Nevis about their Government's record of delivery, while raising awareness to the important issue of crime."

PLEASE SEE APPENDIX 1 FOR AN ADDITIONAL REFERENCE FROM THE UK MINISTRY OF DEFENCE

# CASE STUDIES

*Comprehensive research, followed by a targeted intervention, radically changed voter behaviour in Thailand.*

## Political Research and Strategy in Thailand

### The Problem

Thailand is a country which is well known for its money politics.

The cost of running an election campaign (with incentives for the Thai voting public) can exceed \$1bn. The Thai government had realised that the vote buying behavior of political parties was beyond control and the expectations of the voters was now unrealistic. They needed to return to a more democratic system that was not entirely reliant on bribery. However, this was a difficult task to achieve as it required unilateral agreement to withhold bribery, as any single party that broke ranks would win an election.

### PHASE 1

#### Strategic Campaign Planning

Initially research was conducted throughout all of the provinces of Thailand to ascertain just how widespread the vote buying practice was and whether it was more prevalent in specific regions. This research used third party research techniques to provide anonymity for respondents. The research showed that the vote buying practice had become so endemic that an entire industry of dealers had emerged to broker the voter groups and the funders. Furthermore, there was no guarantee that voters would honour the deals. It was quite commonplace for voters to sell their votes twice – and then not vote at all! Voting in Thailand had become institutionalized fraud and had little to do with democracy.

### PHASE 2

#### Target Audience Analysis

SCL built an OpCentre which could collate research data from all 375 constituencies in Thailand. This required a research team of over 1200 interviewers and 86 supervisors, working across the 76 provinces for over 9 months. This became the largest political research project

ever undertaken (without using the internet). Diagnostic research was used to identify the underlying motivations of the constituency voters. Additionally, rational choice and reasoned behavior models were used to establish respondents' monetary, political and societal boundaries. A robust analysis of the whole country was produced which showed how susceptible each constituency was to accepting a change in the vote buying behavior.

### PHASE 3

#### Campaign Intervention Strategy

In over 50% of constituencies, vote-buying, although prevalent, had been sporadic and voters had not come to expect payment for each vote. In fact, the vote-buying that did exist was shown to have little effect on the outcome of the voting in these regions. (This information alone was worth more than \$250m to the political parties). Of the remaining constituencies, 91 were selected as having an almost direct correlative association with money and voting. In these constituencies a more direct behavioural intervention was required which consisted of a full-spectrum approach (FSA) combining social pressure, economic penalties, legal framework and enhanced monitoring.

### PHASE 4

#### Intervention

The intervention was rolled out over a six month period with the cooperation of most of the major political parties. The motivational pull of the electorate to want money over democracy was clearly strong although there was a clear growing awareness that it was not only illegal but counterproductive and not conducive to sustained growth.

### PHASE 5

#### Measurement of Effectiveness

Although the 2001 general election was won by Thaksin Shinawatra, the richest man in Thailand, vote-buying had dropped by 31% as an activity and \$420m in value.

### PRESS CONFERENCE



### MEDIA



### WEBSITE



SCL's Opcentre, right, collected research data from all 375 constituencies in Thailand ensuring that a focused and effective media campaign could follow.



# CASE STUDIES

*Covert sponsorship of peaceful rallies in Indonesia prevented disorder and ensured a smooth transition to civilian rule.*

## **Democratic reform in Indonesia**

### **The Problem**

President Suharto retired as president of Indonesia in May 1998 following the collapse of support for his three-decade long presidency and the end of the New Order regime that had begun in 1968. His resignation marked the culmination of over 14 months of political unrest, demonstrations and - ultimately - rioting, that had been initially triggered by the Asian economic crisis (when the Indonesian Rupiah dropped 20%) but which had quickly evolved in response to widespread allegations of governmental corruption and cronyism.

### **The Project**

At this time, SCL was asked by pro-democratic groups within the country to come to Jakarta to assist with a national campaign of political reform and democratization. Riots, demonstrations and strikes were already crippling Jakarta and this civil unrest was beginning to spread across the country. The task was to manage the political reform from the Suharto era to a new democratic era without the civil unrest turning into civil war.

The Suharto reign had essentially forbidden any political parties to exist except for his own - GOLKAR. There was therefore no political infrastructure in place to oppose the ruling party. This had led to widespread frustration across the country.

### **Objective**

The prime objective was to manage the escalating frustrations across the country and to provide credible political avenues for a fair democratic process to begin.

### **PHASE 1 Strategic Campaign Planning**

The population of Indonesia is over 220m living in 33 provinces spread across 6000 (inhabited) islands. This creates a formidable

challenge for research planning. However a 72,000 respondent survey was conducted countrywide to establish the principle perceptions of the situation. It was clear from the research that it was the younger 'university' age-group that were the principle instigators of the unrest and conversely the older generations were weary of insubordination having been suppressed for so long that they had come to tacitly accept their lot in life. Consequently, it was decided to focus on the 18-25 M/F segment of the population and to redirect their frustrations away from civil unrest.

### **PHASE 2**

#### **Target Audience Analysis**

Many of the target audience were students; secondary schools and local universities were becoming incubators for developing further unrest. Significant qualitative and quantitative research was conducted in and around education establishments to identify the main triggers of the unrest. Much of the analysis revealed that the anger and unrest were undirected - but stemmed from a general negative reaction to authority. More importantly it was clear that the current rise in insubordination in large part was fuelled by the increased street presence of military and police forces.

### **PHASE 3**

#### **Campaign Intervention Strategy**

The younger generation were generally angry that they had been suppressed for so long and felt that with the new era, 'their time had come'. However, few had any ideas as to how to express this newfound freedom and had adopted violence as an easy alternative.

Furthermore, although this angst had been caused by a draconian authoritarian regime, much of the authoritarian belief system was still in place and TAA authority and credibility parameters showed that most younger people still accepted the authority of their elders (if not the political leaders).

Therefore a strategy was developed that directly stemmed from the research findings. Initially it was important to provide 'credible' but somewhat 'organized' avenues of protest,



A rally in Jakarta covertly organised with government funding. Such events were crucial in preventing spontaneous violence

thereby allowing the students 'to let off steam' but in a controlled and non-destructive way. Additionally it was important that elders and senior figures in the local communities who the students did respect became a voice of reason against violence and civil unrest.

### **PHASE 4 Intervention**

Large rallies were organised at each university. This was achieved by establishing a rally committee and financing activities and coverage across the country. The events were so large that there was a general feeling amongst students that their voice really had been heard. Also the video programmes that were presented on large screens at the rallies were explicit in their criticism of government and featured students openly challenging the authorities. However the programmes were made in a very controlled environment and whilst reflecting the students' feelings, actually played down any kind of action.

Key leaders across all 33 provinces were given Public Information Campaigns, 120 second slots repeated over 5 days discussing the importance of 'considered action' for the future of Indonesia.

Finally the vice-president, BJ Habibe was persuaded to stand down and not to run in the presidential election and this was presented as a 'win' for the students.

### **PHASE 5 Measurement of Effectiveness**

Initially the government was nervous of large rallies, fearing that the strategy might encourage widespread disobedience. But the rallies were peacefully conducted and the students became confident that their message was being heard. The media gave enormous coverage to the rallies and interviewed some of the key students. Almost immediately the civil unrest that had been escalating dissipated and no serious civil disobedience was reported throughout the election process, which saw the induction of the Muslim cleric, Abdurrahman Wahid to the presidency.

# NATIONAL EXPERIENCE

## SCL INDIA

SCL India has a database of over 600 districts and 7 lakhs villages, which is constantly being updated.

Our micro-level information includes household level demographics, specifically focusing on caste data, linked to online mapping applications.

Our services help clients to identify and target key groups within the population to effectively influence their behaviour to realise a desired outcome.

We provide our clients with the research to develop and disseminate the right messages, from the right sources, using the right communication channels.

## 2012 UTTAR PRADESH

In 2012, SCL India carried out a caste census in Uttar Pradesh on behalf of a national party. The research included analysis of caste structure and dynamics within the state leading to conclusions regarding the identification of the party's core voters as well as likely swing voters.

## 2011 UTTAR PRADESH

In 2011, SCL India undertook a statewide (200m people) research campaign to identify voter caste by household. This booth level polling data formed the basis of further research into swing voter motivation and supporter mobilisation strategies, which were presented to individual candidates and tailored to their constituencies.

## 2009 NATIONAL ELECTIONS

In the 2009 general elections, SCL India managed the campaigns of a number of Lok Sabha candidates. The research and campaign teams employed SCL India's proprietary data collection methodologies to form strategies that gave the clients successful election campaigns.

## 2010 BIHAR STATE ELECTIONS

SCL India was asked to provide electoral research and strategy for the 2010 State Elections for the Janata Dal (United). SCL undertook a behavioural research programme targeting over 75% of households to assist the client in not only identifying the correct battlegrounds, but also the right audiences, messages and most importantly the right castes to target with their campaigns.

## 2007 UTTAR PRADESH

In the 2007 Uttar Pradesh election, SCL India carried out a full political survey on behalf of a major party. The research included a party audit and a statewide census of politically active individuals using in-depth interviews to assess the satisfaction levels of party workers at booth level.

## 2007 KERALA, WEST BENGAL, ASSAM, JHARKHAND AND UTTAR PRADESH

In 2007, SCL India was asked to undertake a research communication campaign to support a trans-national programme for countering the Non-Desired Behaviour (NDB) of recruitment into, and support of, violent Jihadism. The project focused on ancillary populations as opposed to perpetrators of violent Jihadism themselves and required in-depth motivational understanding of the populations of six states.

## IN 2003, MADHYA PRADESH ELECTION

SCL India carried out a psephological study and opinion polling for a national party to identify swing voters. This was followed with a more in-depth analysis of the behavioural dynamics at work in key seats which in turn informed the party's efforts to ensure a local structure and communication strategy that matched the caste make-up and attitudinal positions of the pre-identified 'swing population.'

## IN 2003 RAJASTHAN ELECTION

A major state party contracted SCL India to carry out two pieces of work, one internal and aimed at assessing the party's organisational strength (party audit), the other external and looking at the nature of the voting population and, more particularly, the attitudes and behaviours of politically-active individuals within the state. Both consisted of quantitative surveys followed by qualitative in-depth interviews, the product of which were analysed using the Behavioural Dynamics methodology, though the subject of the enquiries and the implications for the party's strategic approach were naturally very different. SCL India also assisted the party in understanding how to use the diverse findings.

## OTHER PROJECTS

Psephological studies and behavioural polling in Delhi and Chhattisgarh.

# INTERNATIONAL EXPERIENCE

## KENYA

During Kenya's 2013 Presidential Election campaign, SCL designed and implemented the largest political research project ever conducted in East Africa, sampling and interviewing 47,000 respondents. This comprehensive Target Audience Analysis allowed SCL to draft an effective election campaign strategy, based on the electorate's real needs (jobs) and fears (election violence). SCL was thus in the best position to advise The National Alliance's campaign team on communications, branding and policy.

## NIGERIA

In Nigeria SCL were able to identify that, whilst there was a huge expectation for, and interest in, financial incentives, the overall disrespect of politicians meant that whilst voters would accept politicians' money, in the privacy of the election booth they would vote for whomever they preferred. Consequently, SCL was able to advise that rather than trying to motivate swing voters to vote for our clients, a more effective strategy might be to persuade opposition voters not to vote at all - an action that could be easily monitored. This was achieved by organising anti-election rallies on the day of polling in opposition strongholds. These were conducted by local religious figures to maximise their appeal especially among the spiritual, rural communities.

## COLOMBIA

In Colombia, corruption was by far the dominant issue of the election. Consequently, all the candidates tried to portray themselves as honestly and trustworthy as possible. However SCL's research revealed that, because of the corruption, the voters did not believe anything that the candidates said. SCL therefore recommended that its client not talk about his character at all, but rather enlist other people to do the talking about him, whilst also leveraging his track record so that it would talk for itself.

## TRINIDAD & TOBAGO

In Trinidad the elections are dominated by the duel ethnicity of the citizens. Consequently the Indian population don't believe any messaging from the black population and vice versa. SCL embarked on an ambitious campaign of political graffiti that disseminated campaign messages that, whilst ostensibly coming from the youth, were un-attributable to any specific party – both ethnic groups were therefore able to take credit, and a 'united youth movement' was created.

## ROMANIA

In Romania the PM was perceived as a kind and honourable man – and he and his campaign team thought that these were election-winning qualities. However SCL's research

discovered that, in the macho culture of Eastern Europe, the electorate were actually seeking a tough and decisive leader. SCL were able to use the key issue of crime to completely rebrand the PM as a strong, no-nonsense man of action.

## ITALY

In 2012 SCL carried out a research project in Italy, on behalf of a fledgling political party with a record of coalition governments in the 1980s. SCL's Target Audience Analysis focussed on current party members and sympathisers across the country: the resulting party reorganisation strategy took into account the needs of both historic members and young activists, as well as the need to give the party a flexible, modern structure to successfully compete in the next general election.

## LATVIA

In the elections in Latvia, opinion poll research suggested that the single biggest issue effecting voters was the economy, closely followed by economic related problems, such as unemployment, corruption and crime. However, SCL was able to demonstrate that although these were the most discussed issues, it was the unspoken ethnic tensions between the indigenous Latvians and the Russian immigrant population -many of whom were living in the country as part of a Soviet era state

sponsored resettlement programme- that was at the heart of the election. The locals secretly blamed the Russians for stealing their jobs, for the crime and for the other social problems vocally attributed to the economy. Armed with this knowledge, SCL was able to reflect these real issues in its client's messaging.

## ST KITTS & NEVIS

In St Kitts, on the back of a wave of leadership changes across the region and in the wake of Obama's highly popular campaign in USA, the opposition had successfully framed the election in terms of 'Change'. SCL advised to the PM that he delay the election, whilst demonstrating to the Government that the country would benefit from a huge National Pride campaign. The goal of the campaign was to remind the population, that despite tough times, actually things in their country were working well. The 'It's Working' campaign focussed on Tourism, Health, Education, Sport and the Economy and soon became so popular that it was embraced across the political divide. By the time that the elections were called the 'Change' mantra had become obsolete.