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

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Certus Insights, LLC

2. Registration Number
6801

3. Primary Address of Registrant
1418 N. Rhodes Street, Arlington, VA 22209

4. Name of Foreign Principal
The Kingdom of Saudi Arabia (through MSLGROUP Americas, LLC d/b/a Qorvis Communications)

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

6. Country/Region Represented
SAUDI ARABIA

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

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

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

a) Branch or agency represented by the registrant
Multiple agencies in the Kingdom of Saudi Arabia

b) Name and title of official with whom registrant engages
Prince Khalid bin Salman bin Abdulaziz, Ambassador of the Kingdom of Saudi Arabia

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

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

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

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

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

N/A

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/18/2020	Andrew Rugg	/s/Andrew Rugg

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

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
3/12/2020	Andrew Rugg	

Received by NSD/FARA Registration Unit 03/18/2020 10:38:22 AM

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OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Certus Insights, LLC	6801

3. Name of Foreign Principal

The Kingdom of Saudi Arabia (through MSLGROUP Americas, LLC d/b/a Qorvis Communications)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 05/21/2019

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

See attached contract.

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

Registrant will conduct quantitative surveys for Qorvis Communications on American attitudes and perceptions of Middle East and current event issues.

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

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

See response to item 9.

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

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

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

Registrant previously conducted quantitative surveys for Qorvis Communications on American attitudes and perceptions of Middle East and current event issues.

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

Date	Contact	Method	Purpose
			No Political Activity Contacts to Report

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

Yes ☐ No ☒

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

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

Total: N/A

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

Yes ☐ No ☒

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

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

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/18/2020	Andrew Rugg	/s/Andrew Rugg

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Washington, DC 20530

Exhibit B to Registration Statement

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
3/12/2020	Andrew Rugg	

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Subcontracting Agreement

THIS SUBCONTRACTING AGREEMENT (the "Agreement"), made as of this May day of 21, 2019 (the "Effective Date"), is entered into by MSLGROUP Americas, LLC. d/b/a Qorvis Communications, a Delaware corporation with a place of business at 1201 Connecticut Avenue NW, Suite 500, Washington, D.C. 20036 (the "Company") and Certus Insights, LLC, a Virginia based Limited Liability Partnership with a place of business at 1418 N. Rhodes St. Arlington, VA 22209 (the "Consultant" or "Subcontractor").

THIS AGREEMENT sets out terms and conditions for the performance of services by the Subcontractor to the Company. In consideration of the mutual covenants and promises in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services

The Subcontractor agrees to perform certain services as mutually agreed in the scope of work attached as Exhibit A (the "Services").

2. Compensation

A. Services and Expenses. The Company shall pay to the Subcontractor the fees listed in the scope of work, plus any actual, reasonable and customary out-of-pocket expenses required to perform the Services that have been approved in advance in writing by the Company. Subcontractor shall provide the Company with a monthly invoice for such fees and expenses, as well as reasonable receipts and documentation for expenses. Such invoices shall be payable within 45 (45) days of receipt by the Company. In the event the Company disputes any portion of an invoice, it shall provide notice of the same to Subcontractor, and shall not owe such disputed portion until the matter is resolved to the parties' mutual satisfaction.

B. No Entitlement to Employee Benefits. Neither the Subcontractor nor its officers, employees or agents shall, by virtue of this Agreement or the consulting relationship contemplated herein, be entitled to any Company-provided employee benefits, coverages or privileges, including without limitation health and life insurance, pension plans, 401(k) plans, stock options, or bonus plans.

3. Termination

The Company may, upon any material breach by the Subcontractor of its obligations under this Agreement, terminate this Agreement upon five (5) business days' written notice to the Subcontractor, without prejudice to any right or remedy it may have with respect to such breach. Notwithstanding anything to the contrary, the Company may terminate this Agreement for any reason effective upon fifteen (15) calendar days written notice. In the event of any such termination, the Subcontractor shall be entitled to payment for Services performed prior to the effective date of termination.

4. Cooperation

The Subcontractor shall use its best efforts in the performance of its obligations under this Agreement, and shall provide personnel for the performance of the Services who are duly qualified. The Company shall have the right to evaluate, interview and review all Subcontractor personnel, assigned to perform Services under this Agreement, and the right to review their qualifications. In the event that the Company objects to any Subcontractor personnel providing Services under this Agreement, the Company shall notify the Subcontractor of such objection and the Subcontractor shall either resolve such objection with

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the Company or remove such person from the engagement within two (2) business days, and, if requested by the Company, use diligent efforts to provide replacement personnel acceptable to the Company within five (5) business days of said notice, or such other period as may be agreed to by the parties.

The Company shall provide such access to its information and property as may be reasonably required in order to permit the Subcontractor to perform its obligations hereunder. The Subcontractor shall cooperate fully with the Company's and Company's clients' ("Clients") personnel, shall not interfere with the conduct of the Company's or Clients' business, and shall observe all Company and Client rules, regulations and security requirements.

5. Inventions

A. Works Made for Hire. All inventions, discoveries, computer programs, data, technology, designs, innovations and improvements (whether or not patentable and or copyrightable) ("Inventions") related to the business of the Company which are made, conceived, reduced to practice, created, written, designed or developed by the Subcontractor or its officers, employees or agents, solely or jointly with others and whether during normal business hours or otherwise, during the term of this Agreement (or thereafter if resulting or directly derived from Confidential Information (as defined below)), shall constitute "works made for hire" for the Company within the meaning of the Copyright Act of 1976, as amended, and shall be the sole and exclusive property of the Company, for use, reproduction and distribution by the Company by any and all means, methods and processes now known or subsequently developed. The Subcontractor hereby assigns to the Company all Inventions and any and all related patents, copyrights, trademarks, trade names, trade secrets and other industrial and intellectual property rights and applications therefore, in the United States and elsewhere, and appoints any officer of the Company as its duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. Upon the request of the Company and at the Company's expense, the Subcontractor shall execute any instruments and do all things reasonably necessary or desirable to fully and completely perfect the Company's rights with respect to any Invention.

B. Subcontractor Materials. Notwithstanding the foregoing, and provided that Subcontractor discloses the Subcontractor Materials delivered to Company in writing before the end of the term of this Agreement, Company acknowledges and agrees that Subcontractor retains all right, title and interest in and to Subcontractor Materials. For the purposes of this Agreement, Subcontractor Materials means materials that may be provided to Company, including by way of incorporation into a Deliverable, and that Subcontractor (i) developed prior to the execution of this Agreement, and (ii) that was developed at Subcontractor's sole cost. Subcontractor hereby grants to Company a perpetual, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use, copy, operate, process and modify Subcontractor Materials.

C. Disclosure of Inventions. The Subcontractor shall promptly disclose to the Company all Inventions and will maintain adequate and current written records (in the form of notes, sketches, drawings and other forms as may be specified by the Company) documenting the same.

D. Warranty by Subcontractor. The Subcontractor warrants that it has the right to make the assignments made by it hereunder, and further warrants that no Inventions incorporated into any Services provided to the Company will infringe any patent, copyright trademark, trade secret or other proprietary right of any third party.

E. General. Except as specified in this Agreement, no transfer of intellectual property rights is intended by the parties, and each party shall retain all rights to intellectual property owned by it prior to the Effective Date.

6. Indemnification

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A. Infringement. If notified in writing of a claim or potential claim that an Invention or Subcontractor Material infringes any patent, copyright, trademark, trade secret or other proprietary right of any third party, the Subcontractor shall indemnify and hold harmless the Company and its officers, directors and employees against all costs, damages, losses and expenses (including reasonable attorney's fees) arising from such claim or potential claim. The Subcontractor shall cooperate reasonably at its expense with the Company in the defense, settlement or compromise of any such claim. The Subcontractor shall indemnify, defend and hold harmless the Company against any expense, judgment or loss (including reasonable attorneys' fees) arising from the Subcontractor's breach of any of its obligations under this Agreement.

B. Bodily Injuries. Without limiting the provisions of Section 6A, the parties agree that if notified in writing of a claim or potential claim resulting from bodily injuries (including death) and/or any loss or damage to real or tangible property cause by or resulting from the negligence, gross negligence, reckless or willful acts of, or breach of this Agreement, the Subcontractor shall indemnify and hold harmless the Company and its officers, directors and employees against all costs, damages, losses and expenses (including reasonable attorney's fees) arising from such claim or potential claim.

C. Negligence. Subcontractor shall indemnify and hold harmless the Company and its officers, directors and employees against all costs, damages, losses and expenses (including reasonable attorney's fees) arising from negligent, grossly negligent or willful acts, errors or omissions, or arising out of or related to any services or materials, prepared or provided by Subcontractor.

7. Confidential Information

A. Definition of Confidential Information. "Confidential Information" shall mean, by way of illustration and not limitation, all information (whether or not patentable or copyrightable) owned, possessed or used by the Company, including, without limitation, any Invention, formula, vendor information, customer or client information or data, trade secret, process, methodology, research, report, technical data, know how, computer program, software, software documentation, design, technology, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost and employee list that is communicated to, learned of, developed or otherwise acquired by the Subcontractor in the course of its service as a Subcontractor to the Company.

B. Obligation of Confidentiality. The Subcontractor acknowledges that its relationship with the Company is one of high trust and confidence and that in the course of its service to the Company it will have access to and contact with Confidential Information. The Subcontractor agrees that it will not, during the term of this Agreement or at any time thereafter, disclose to others, or use for its benefit or the benefit of others, any Confidential Information or Invention. Notwithstanding the foregoing, the Subcontractor's obligations under this Section 7 shall not apply to any information that (i) is or becomes known to the general public under circumstances involving no breach by Subcontractor or others of the terms of this Section 7, (ii) is generally disclosed to third parties by the Company without restriction on such third parties, or (iii) is approved for release by written authorization of an authorized representative of the Company.

C. Client Confidentiality Issues. The Subcontractor agrees that it will also abide and agree to be bound by the terms of any confidentiality agreement that the Company has signed with the Client that is identified in the scope of work. Upon the Subcontractor's request, the Company shall provide to Subcontractor a copy of any relevant client confidentiality agreement.

Anything herein to the contrary notwithstanding, Company may share the contents of this Agreement with its Client who is named in the scope of work.

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8. Acceptance

"Acceptance" of any Deliverable shall mean that such Deliverable has been delivered to the Company and, in the Company's sole discretion, conforms to the specifications and descriptions set forth in the scope of work and meets any other acceptance criteria required by Company or Client. No Deliverable shall be deemed accepted unless so specified by the Company in writing.

9. Warranties

A. The Subcontractor warrants that the services performed under this Agreement will be performed in a professional and workmanlike manner and further warrants that the Subcontractor has the required skills and experience to perform the Services set forth in this Agreement.

B. The Subcontractor further warrants that any services and products provided by it to Company or Company's clients will be free from defects in materials and workmanship. In the event of a breach of the foregoing warranty, the Subcontractor will, at the Company's sole option, (i) promptly correct the defect or (ii) refund the amounts paid by the Company to the Subcontractor.

10. Independent Contractor Status

The Subcontractor and its officers, employees and agents shall perform all Services under this Agreement as an independent contractor and not as an employee of the Company. Subcontractor shall be responsible for any and all taxes owed to its personnel, including without limitation national, federal, state and local income taxes, social security contributions, and unemployment taxes. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties, and Subcontractor is not authorized to act or attempt to act, or represent itself, directly or by implication, as an agent of the Company or in any manner assume or create or attempt to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner.

11. Non-Solicitation

During the term of this Agreement, and for a period of twelve (12) months thereafter, each party agrees not to solicit or induce any employee of the other party to terminate his or her employment with the other party, and not to hire any employee of the other party without the other party's prior written approval. Subcontractor further agrees not to solicit or induce any employee of a client of Company listed in the scope of work to terminate his or her employment with such client, and not to hire any employee of such client, without Company's prior written authorization. General advertisements by either party not directed at any particular employee of the other shall not be construed as a violation of the non-solicitation provisions of this section.

12. Publicity

Neither party shall use the other party's name or logo in any customer lists or other marketing materials, or describe publicly the nature of the work performed by Subcontractor for the Company under this Agreement, without the other party's prior written consent.

13. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon (a) personal delivery, (b) transmission of facsimile, or (c) deposit with any reputable express courier. All notices shall addressed to the other party at the addresses shown above (and if to the Company, marked to the attention of the Office of the General Counsel), or at such other address or

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addresses as either party may designate from time to time.

14. Remedies

Subcontractor agrees that it would be difficult to measure and calculate the Company's damages from any breach of the covenants set forth in this Agreement and that any such breach would cause irreparable harm to the Company. Accordingly, at the sole discretion of the Company, Subcontractor agrees that in the event of any such breach, the Company will have, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement.

15. Insurance

During the term of this Agreement, Subcontractor covenants and agrees to keep in force, at all times, insurance covering the following types of risks: personal injury, property damage and professional errors and omissions. Such insurance shall be with reputable carriers that are reasonably acceptable to the Company. The policy limits for each such risk shall be at least $1,000,000 million. Promptly following execution of this Agreement, Subcontractor shall provide a Certificate of Insurance to Subcontractor showing compliance with this Section 15. At the request of Company, Subcontractor will add Company as an Additional Insured under any of the policies listed above.

16. Compliance with Laws.

In performing its obligations under this Agreement, the Subcontractor shall comply with all applicable laws, legislation, regulations, codes of practice or requirements of any relevant government or governmental agency, including for the avoidance of doubt any applicable data protection or privacy laws. In all cases the costs of compliance shall be borne by the Subcontractor and the Subcontractor hereby indemnifies the Company against all Losses, demands, claims, actions and proceedings which the Company may incur arising out of any breach by the Subcontractor of the provisions of this Section 16. For purposes of this Agreement, "Losses" shall mean losses (including (without limitation) loss of profit, loss of business goodwill, loss of anticipated savings and loss of business opportunity), fines, penalties, awards, compensation, damages, costs, expenses (including management time, reasonable legal fees and expert witness expenses), charges, liabilities (including any liabilities arising in respect of any injury to, and sickness or death of any person including (without limitation) any employee, contractor or agent of the Company, its clients or the Subcontractor), physical damage to or loss of any property, and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

17. Entire Agreement; Amendments; Interpretation

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings between the parties, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Subcontractor. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the District of Columbia, without respect to conflict of law principles. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, provided that the obligations and rights of the Subcontractor are personal and shall not be assigned by it to any other party.

18. Miscellaneous

No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other

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occasion. The captions used in this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section hereof. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

19. Survival

Sections 5, 6, 7, 9, 11, 12, 14 and 16 shall survive indefinitely the termination of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

MSLGROUP AMERICAS, LLC d/b/a QORVIS COMMUNICATIONS

By: _____
Print Name and Title:

Date: _____

By: _____ VP Finance
Print Name and Title:

Date: 5.22.2019

SUBCONTRACTOR

By: _____
Print Name and Title: President, Certus Insights

Date: 5-22-2019

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Exhibit A

Scope of Work

Overview

Certus Insights, LLC will conduct 5 quantitative surveys for Qorvis Communications of the target audiences specified below on American attitudes and perceptions of Middle East and current event issues. The survey will be no more than ten minutes in length. Certus Insights will white label the survey report as the Qorvis and Publicis Communication's brand, Clarus Research Group. In order maintain continuity, Qorvis Communications provides permission for Certus Insights to use the Clarus Research Group name for the purposes of reporting solely in connection to this project, or other projects were permission is granted in writing by Qorvis Communication.

Each survey will be conducted among the following three target audiences for a total 1,600 interviews per fielding:

- N=1,000 national survey of US voters
- N=300 national survey of informed US voters
- N=300 DC Beltway Elites

The surveys will be conducted such that they maintain continuity with previous trends and surveys.

Schedule and Process

The schedule for the tracking surveys will be the following:

- May 2019 Tracking Survey
- June/July 2019 Tracking Survey
- August 2019 Tracking Survey
- September/October 2019 Tracking Survey
- November/December 2019 Tracking Survey

The process for fielding each tracking survey is outlined below. The total percent completeness of the project associated with each step is also indicated below.

- For each tracking survey, Qorvis will notify Certus Insights of the desired delivery date for the tracking survey report a minimum of 15 business days out. If the timeline is shorter, or questionnaire development takes longer than anticipated, Certus Insights will do everything within its ability to deliver the tracking survey by the desired date, but no guarantees can be made. (0% complete)
- Once notification for a tracking survey is received, Certus Insights and Qorvis will discuss what edits, if any, need to be made to the questionnaire. (5% complete)
- Certus will provide a draft of the revised questionnaire to Qorvis that will be edited back and forth until Qorvis approves the questionnaire as final. (15% complete)
- Certus will program, launch, and field the survey. (40% complete)
- Certus will analyze and tabulate the data. (60% complete)
- A final report with full analysis, visualizations, presentation of trends, and data tables will be produced and delivered to Qorvis. (100% complete)

Services Provided

Certus Insights will provide the following services:

- Questionnaire development
- Sample specification and targeting

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- Fielding, programming, and data analysis
- Data tabulation
- Insight and report development

Certus Insights provides the following benefits to Qorvis:

- Intimate knowledge of issue trends, historic questions, and previous analysis that provides important context to survey analysis and questionnaire development.
- Proven track of record of consistently being able to survey hard to reach elite audiences, particularly DC Beltway Elites.
- Objective and data driven survey write-up that provides an important analysis-of-record for the client outside of any other interpretation of the survey results.
- Highly visual and presentation ready report with analysis.
- Full data tables, with cross tabulations and trends.
- Ability to connect additional research projects for this project with the tracking survey for robust analysis.

Billing

Qorvis Communications will be invoiced upon completion of each tracking survey for the tracking surveys outlined below. Payment will be due within 45 days of receipt of the invoice. The cost of the April survey reflects the current status of the project. Each individual survey must be confirmed in writing by Qorvis before initiation.

- May 2019 Tracking Survey: $55,000
- June/July 2019 Tracking Survey: $62,000
- August 2019 Tracking Survey: $62,000
- September/October 2019 Tracking Survey: $62,000
- November/December 2019 Tracking Survey: $62,000

If Qorvis cancels a tracking survey once work has already begun, Qorvis will be invoiced for the percent of the project currently in development upon the date of cancellation as indicated in the process section above.

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