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OMB No. 1124-0006; Expires July 31, 2023

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
Hydro-Québec (through Forbes Tate Partners)

5. Address of Foreign Principal
225 Asylum Street, 27th Floor
Hartford, CT 06103

6. Country/Region Represented
CANADA

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

- ☐ 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)* Crown corporation
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

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

b) Aim, mission or objective of foreign political party

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.

Hydro-Québec is a crown corporation that manages the generation, transmission and distribution of electricity in Canada and portions of the United States.

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).

Item 10(b)(1): An independent board of directors supervises and controls Hydro-Québec. The Chair of the Board answers to Canadian Ministers regarding any decisions made by the Company. More information is available at http://www.hydroquebec.com/about/.
Item 10(b)(2): Hydro-Québec is wholly owned and partially funded by the government of Canada. More information is available at http://www.hydroquebec.com/about/.
Item 10(b)(5): Hydro-Québec is wholly owned and partially funded by the government of Canada. More information is available at http://www.hydroquebec.com/about/.
Item 10(b)(6): Hydro-Québec is wholly owned and partially funded by the government of Canada. More information is available at http://www.hydroquebec.com/about/.

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.

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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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
08/04/2020	Andrew Rugg	/s/Andrew Rugg

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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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
7/31/2020	Andrew Rugg	

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U.S. Department of Justice

Washington, DC 20530

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

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

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

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

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

3. Name of Foreign Principal
Hydro-Québec (through Forbes Tate Partners)

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? 07/15/2020

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 a quantitative survey of likely Maine voters and analyze and model media consumption data for likely Maine voters to assist Hydro-Québec in obtaining regulatory approval for a transmission line between Appalaches substation in Saint-Adrien-d'Irlande and a connection point on the Québec-Maine border.

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 and dissemination of informational materials.

See response to item 9.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged 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, including political activities.

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

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, 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

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to 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	Recipient	Purpose	Amount

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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
08/04/2020	Andrew Rugg	/s/Andrew Rugg

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CERTUS INSIGHTS
Research and Analytics

Exhibit A

Maine Tracking Survey, Initial Fielding and Behavioral Data Model

Statement of Work from Certus Insights for Forbes Tate Partners, July 2020

Certus Insights, LLC, a Virginia limited liability company ("Company"), and Forbes Tate Partners ("Client"), subject to the terms and conditions set forth in that certain Master Services Agreement, by and between Company and Client, effective as of July 15, 2019, each hereby agrees that Company shall perform the services for Client, and that Client hereby agrees to pay Company for such services, all as specified below:

Overview

Certus Insights will conduct a quantitative survey of N=500 Maine likely voters through a combination of online, text-to-web, and (if necessary) phone interviews. Certus will optimize the modes utilized to achieve a full sample depending on the response rates at the time of fielding.

The questionnaire will be developed by Forbes Tate and reviewed by Certus Insights. The questionnaire will be around 15 minutes in length. Quotas for the Maine likely voter population will be developed around key demographic attributes.

Certus Insights will also develop a behavioral profile of Maine likely voters by modeling behavioral data from the Aristotle database against the survey sample.

Services

Certus will provide the following services to Forbes Tate Partners:

- Sample and panel specification
- Questionnaire development and editing
- Programming, fielding, and mode management
- Data analysis, insight development, report generation, and presentation of findings
- Behavioral data modeling

Deliverables

Certus Insights will provide the following deliverables to Forbes Tate Partners:

- A final questionnaire following the questionnaire development process (see timeline section)
- A final survey report that includes the following sections:
    - An overview of the methodology employed for the survey
    - An analysis of the results of the survey, with data-driven recommendations based on the findings
    - Presentation ready visualizations of key results
    - Full data tables with cross tabulations

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CERTUS INSIGHTS
Research and Analytics

The deliverable will be presented as a professional and visually engaging PDF/PPT report. The report can be white labeled as a Forbes Tate Partners report or branded as a Certus Insights research project. All reports will be delivered to Forbes Tate Partners, who may deliver the report to the end client based on its own discretion.

Timeline

Certus Insights recommends the following timeline for the project outlined above.

- **Questionnaire Editing**: Certus Insights will review and edit the questionnaire delivered by Forbes Tate Partners. The edits by Certus Insights will focus mostly on streamlining the survey for programming.
- **Fielding and Report Development**: Upon finalization of the questionnaire, Certus Insights will program, field, and analyze the results of the survey. A final report will then be developed, with an analysis of the results, data-driven recommendations based on the findings, presentation ready visualizations of key results, and full data tables with cross tabulations of the results. Estimated fielding time is one and a half to two weeks. If completed earlier, Certus will deliver the results earlier.
- **Behavioral Data Modeling**: Certus will model the survey sample against the Aristotle behavioral database.
- **Presentation of the Findings**: Certus Insights will deliver the full results of the survey and review the key findings to Forbes Tate Partners project stakeholders over the phone or in an in-person presentation within the DC metro area.

Cost and Compensation

The cost for the multi-modal quantitative survey of N=500 likely Maine voters will depend on the incidence rates encountered at the time of fielding and the modes employed. The ranges are as follows:

- Mix of online and text to web: $25,000 to $29,000
    - Cost will be lower the higher the text-to-web incidence.
- Mix of online, text to web, and phone: $32,000 to $39,000
    - Cost will be lower the less telephone sample required.

Certus will confirm with Forbes Tate before launching phone-based recruiting.

The cost for the behavioral modeling data:

- $9,000 for behavioral modeling data set, modeled against the survey data.

Payment for the project will be issued upon delivery of the survey report. Payment will be due 30 days following receipt of the invoice.

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CERTUS INSIGHTS
Research and Analytics

This Statement of Maine Tracking Survey, Initial Fielding project for Forbes Tate has been entered into by **Company** and **Client** effective as of July 24, 2020.

COMPANY:

Certus Insights, LLC

X_____
By: Andrew Rugg
Title: President, Certus Insights
Date: 7/24/2020

CLIENT:

Forbes Tate Partners

X_____
By (if applicable): Zach Williams
Title (if applicable): Managing Partner
Date: 7/27/2020

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CERTUS INSIGHTS

Master Services Agreement
(this "Agreement")

by and between

Certus Insights, LLC
("Company")

and

Forbes Tate Partners
("Client")

Recitals:

A. **Company** is a Virginia limited liability company in the business of providing market research and analytic services.

B. **Client** requires market research and analytic services and desires to retain **Company** to provide such services.

Now, therefore, the parties, Company and Client, mutually hereby agree as follows:

1. Duties and Categorization

1.1. **Company's Duties**. **Company** shall provide to **Client** market research and analytic services and/or related services, as described in greater detail in one (1) or more Statements of Work, a form of which is attached hereto as Exhibit A (each a "**Statement of Work**", each of which may be modified by a Change Order, a form attached as Exhibit B (each a "**Change Order**")).

1.2. **Independent Contractor Categorization. Company** shall perform the services described in Section 1.1 (i) using **Company**'s equipment and supplies, (ii) during **Company**'s chosen schedule, (iii) utilizing **Company**'s methods and techniques and (iv) from within **Company**'s own premises or other location that is not owned or leased by **Client.**

1.3. **Sub-Contractors. Client** hereby acknowledges and agrees that in certain situations **Company** may obtain the services of sub-contractors in order to assist **Company** with providing services for **Client.**

2. Compensation

2.1. **Market Research and Analytic Services.** In consideration for **Company**'s performance of the services described in Section 1.1, **Client** shall pay **Company** pursuant to the terms and conditions set forth in the applicable **Statement of Work.**

2.2. **Payment Terms.**

2.2.1. **Invoicing**. **Company** shall invoice **Client** for any and all fees, if any, for a given **Statement of Work** upon delivery of the final deliverable reports for the services performed by **Company** for **Client. Client** shall remit payment to **Company** for any and

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all undisputed items set forth in each such invoice no later than the thirtieth (30th) day after the date of such invoice.

2.2.2. **Expense Reimbursement.** **Client** shall reimburse **Company** for any and all reasonable and documented expenses incurred by **Company** in connection with providing the services set forth in Section 1.1; provided, however, that **Company** shall obtain **Client**'s authorization prior to incurring each such expense.

2.2.3. **Late Fees.** Any payment that **Client** does not make to **Company** by such payment's due date shall accrue an interest charge of one and one-half percent (1.50%) per month for each month or portion of a month that such payment remains unpaid.

2.2.4. **Dispute of Charges.** If **Client** wishes to dispute a charge set forth in an invoice that **Client** receives from **Company**, then **Client** must do so in writing to **Company** within fifteen (15) days of receipt of such invoice. If **Client** does not dispute in writing to **Company** the charges set forth on an invoice within such time period, then **Client** subsequently waives all right to dispute the charges on such invoice. For any and all properly and timely disputed invoiced items, the parties hereby agree to privately discuss with each other and attempt to resolve all such disputed charges in good faith. If the parties fail to reach a mutually acceptable resolution within thirty (30) days of **Client** initially notifying **Company** regarding such disputed charge(s), then either party may submit such dispute to binding arbitration in accordance with the terms and conditions of Section 6.8. Upon resolution of any disputed charges set forth in an invoice, whether privately or through the use of arbitration, **Client** shall pay any previously disputed amounts owed to **Company** within fifteen (15) days of such resolution.

3. Term and Termination

3.1. **Effective Date.** This **Agreement** is effective the date upon which both parties execute this **Agreement**, or, if not executed by both parties on the same date, then the date upon which the second (2nd) party executes this **Agreement** (the "**Effective Date**").

3.2. **Term.** The initial term of this **Agreement** is for six (6) months from the **Effective Date.**

3.3. **Termination.**

3.3.1. **Events of Termination.** This **Agreement** shall terminate immediately upon the happening of any of the following events:

3.3.1.1. the mutual written agreement of **Company** and **Client**;

3.3.1.2. by **Company**, with at least two (2) weeks' advance written notice to **Client**;

3.3.1.3. by **Client**, with written notice to **Company** ("**Termination for Convenience**");

3.3.1.4. the dissolution and liquidation of **Company** (other than as part of a reorganization, merger, consolidation or sale of all or substantially all of the assets of **Company** whereby the business of **Company** is continued);

3.3.1.5. if **Client** is an individual, then by the death of **Client**; or

3.3.1.6. if **Client** is a business entity, then by the dissolution and liquidation of **Client** (other than as part of a reorganization, merger, consolidation or sale of all or substantially all of the assets of **Client** whereby the business of **Client** is continued).

3.3.2. **Termination for Cause.** **Company** may also terminate this **Agreement** immediately for **Cause**. For purposes of this Section 3.3.2, "**Cause**" means any material breach of this **Agreement** by **Client**.

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3.3.3. **Consequences of Termination.** Termination shall only apply to the duties and compensation provisions of this **Agreement** set forth in Section 1 and Section 2, respectively, and the provisions of Section 4, Section 5 and Section 6 shall survive termination pursuant to this Section 3; provided, however, that **Client** shall remain obligated to pay **Company** for (i) the full agreed upon fees corresponding to any and all completed phases of the authorized services rendered by **Company** for **Client**, and (ii) any and all preapproved reimbursable expenses incurred by **Company**, on or prior to the effective date of such termination. Notwithstanding anything in this **Agreement** to the contrary, in the event of **Termination for Convenience**, **Client** shall also become obligated to pay **Company** (a) the full agreed upon fees corresponding to any and all partially completed phases of the authorized services that **Company** had begun to render for **Client**, and (b) any and all third party expenses that **Company** is committed to pay corresponding to any and all partially or fully uncompleted phases of the authorized services, on or prior to the effective date of such termination.

4. Confidentiality

4.1. **Confidential Information.**

4.1.1. "**Information**" includes, but is not limited to, any work product, documentation, software, data, source code, object code, concepts, designs, drawings, specifications, diagrams, flowcharts, research, technical or non-technical data, ideas, formula, patterns, inventions, improvements, modifications, enhancements, compilations, programs, plans, devices, apparatuses, machines, methods or techniques, compositions or processes, marketing techniques, client lists, vendor lists, referral sources, and marketing and development plans.

4.1.2. "**Confidential Information**" consists of any **Information**, whether existing in the past, present and/or future, and whether or not copyrightable or patentable, that either:

4.1.2.1. is a "**Trade Secret**", defined as any **Information** that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from such **Information**'s disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain such **Information**'s secrecy; or

4.1.2.2. is private and/or confidential **Information**, in that it is **Information** not generally known or available either to the public or to the disclosing party's competitors.

4.2. **Non-Disclosure.**

4.2.1. **Company** and **Client** each hereby agrees to treat as confidential, and not to disclose or use for the benefit of any third party, any and all **Confidential Information** that is made available and/or disclosed to such party as a result of or related to this **Agreement**.

4.2.2. Notwithstanding anything in Section 4.2.1 to the contrary, neither **Company** nor **Client** shall have any obligation for any portion of **Confidential Information**, which (i) is or subsequently becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party; (ii) became known to the receiving party prior to the disclosing party's disclosure of such **Confidential Information** to the receiving party; (iii) became known to the receiving party from a source other than the disclosing party by means other than by the breach of an obligation of confidentiality owed to the disclosing party; and/or (iv) is independently developed by the receiving party without access to the disclosing party's **Confidential Information**.

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4.3. **Injunctive Relief.** **Company** and **Client** each hereby acknowledges that monetary damages may not be a sufficient remedy for such party's breach of the obligations of Section 4.2 and that the non-breaching party shall be entitled, without waiving any other rights and/or remedies, to temporary and permanent injunctive and other equitable relief (without bond and without the necessity of showing actual monetary damages). In particular, but without limiting the foregoing sentence, **Company** and **Client** each understands and hereby agrees that, in the event that either party breaches Section 4.2, the non-breaching party may seek injunctive and/or other equitable relief from any court of competent jurisdiction in addition to, instead of and/or contemporaneously with any other legal proceeding commenced between the parties pursuant to this **Agreement**. Therefore, notwithstanding anything in Section 6.8 to the contrary, **Company** and **Client** each hereby agrees that the other party shall be permitted to bring an action seeking injunctive and/or other equitable relief in any state or federal court that has jurisdiction over such matter and **Company** and **Client** each hereby irrevocably submits to the jurisdiction of the state and federal courts sitting in Arlington County, Virginia, as well as the United States District Court for the Eastern District of Virginia. **Company** and **Client** each hereby waives all questions of personal jurisdiction for the purpose of carrying out this Section 4.3.

4.4. **Storage and Retention of Confidential Information.** **Company** hereby agrees to store and retain each item of **Client's Confidential Information** for a period of at least two (2) years following the receipt by **Company** of such item of **Confidential Information.** **Client** hereby acknowledges and agrees that **Company** is authorized to purge from **Company**'s records any and all items **Client's Confidential Information** after such two (2) year period.

5. Intellectual Property

5.1. **Ownership of Intellectual Property.**

5.1.1. **Prior Intellectual Property.** All intellectual property, including without limitation all title, rights, including without limitation moral rights, and interest in all printed material, software code, electronic material and other media containing designs, symbols, research papers or studies, inventions and reports, that **Company** developed prior to the **Effective Date** (collectively, the "**Prior Intellectual Property**"), is the sole and exclusive property of **Company**, and **Client** hereby acknowledges and agrees that **Client** is not granted any ownership interest in the **Prior Intellectual Property** pursuant to the terms of this **Agreement**.

5.1.1.1. **License of Prior Intellectual Property.** **Company** grants to **Client** a perpetual, non-exclusive, royalty-free, worldwide, sub-licensable license to make, use, sell, offer for sale, copy and distribute any **Prior Intellectual Property** that is incorporated into any **New Intellectual Property** (as defined in Section 5.1.2), to create works of authorship derived from such **Prior Intellectual Property**, and to use, sell, copy, and distribute any such derivative works.

5.1.2. **New Intellectual Property.** **Company** hereby agrees that all work performed under this **Agreement** shall be considered "work(s) made for hire" under 17 U.S.C. § 101 and that any and all title, rights, including without limitation moral rights, and interest in all printed material, software code, electronic material and other media containing designs, symbols, research papers, studies, inventions and/or reports performed, created and/or written in accordance with this **Agreement** (collectively, "**New Intellectual Property**") shall vest in and enure to the benefit of **Client**. Without restricting the generality of the foregoing, the right of publication of any **New Intellectual Property** shall vest solely in **Client** upon completion of such **New Intellectual Property**, and any person desiring to publish such

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New Intellectual Property, in whole or in part, shall first obtain the written permission of **Client**.

5.1.2.1. **Assignment of Other Intellectual Property Rights in the New Intellectual Property**. To the extent that any portion of the **New Intellectual Property** is not considered the sole and exclusive property of **Client** under Section 5.1.2, **Company** assigns and transfers or shall assign and transfer to **Client** any and all rights, title and interest (including without limitation all commercial rights and moral rights) in and to such **New Intellectual Property**, including without limitation any copyrights, **Trade Secrets**, patent rights and/or the right to patent inventions or ideas. **Company**'s assignment of any and all patent rights includes the right to make, have made, use, sell, offer for sale, market, import or license the inventions and the right to prevent others from infringing any patent embodying the **New Intellectual Property** herein assigned. It is **Client**'s obligation to enforce, consider application for, assign, prosecute and maintain the **New Intellectual Property**. **Company** hereby agrees to assist **Client** in all of these activities and others to the degree reasonably necessary for **Client** to undertake patent evaluation, patent application, use, manufacture, sale, maintenance and/or license of the **New Intellectual Property** in the United States and foreign countries and/or in order to transfer all right, title and interest in and to the **New Intellectual Property** to **Client** or **Client**'s designated assignees; provided, that **Client** shall reasonably compensate **Company** for **Company**'s time and expenses corresponding to such assistance.

5.2. **Retained Rights**. **Company** and **Company**'s members, employees, independent contractors and agents shall be free to use and employ their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, tools, processes, techniques and/or skills gained and/or learned during the course of the performance of the services described in Section 1.1, subject to any and all of **Company**'s confidentiality obligations to **Client**.

5.3. **Full Compensation**. **Company** understands and agrees that **Company**'s compensation under Section 2.1 constitutes full compensation for creation of the **New Intellectual Property**. Therefore, **Company** does not earn any right to additional compensation as a result of **Company**'s creation of the **New Intellectual Property**.

5.4. **Ongoing Support Services**. **Client** hereby acknowledges and agrees that **Company** is not typically obligated to provide **Client** with any ongoing support services corresponding to **New Intellectual Property**. If and to the extent that **Client** desires any such support services from **Company**, then a detailed description of such support services and the corresponding fees must be explicitly set forth in a **Statement of Work**.

6. General Provisions

6.1. **No Agency or Exclusivity**. This **Agreement** does not create or imply any partnership, agency relationship or joint venture between **Company** and **Client**. **Company** may provide market research and analytic services and/or any other services for any other individual or business entity without any duties or obligations to **Client**.

6.2. **Warranties**. **COMPANY** HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

6.3. **Limitation of Liability**.

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6.3.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS **AGREEMENT**, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3.2. THE TOTAL LIABILITY OF **COMPANY** TO **CLIENT** FOR DAMAGES AND/OR ALLEGED DAMAGES UNDER THIS **AGREEMENT**, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, IS LIMITED TO, AND SHALL NOT EXCEED, AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY **CLIENT** TO **COMPANY** UNDER THIS **AGREEMENT** DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

6.4. **Force Majeure**. Any delay in or failure of performance by either party under this **Agreement** shall not breach this **Agreement** if such delay or failure is caused by any occurrence beyond the reasonable control of such party including, but not limited to, (i) acts of God, (ii) power outages and (iii) governmental restrictions. In such situations, performance shall be excused for the lesser of (a) the number of days that the occurrence reasonably prevents performance, and (b) thirty (30) days. Notwithstanding anything in this Section 6.4 to the contrary, an event of force majeure shall not excuse a party from such party's monetary obligations under this **Agreement**.

6.5. **Waiver**. Any failure or delay by either party to enforce any right under this **Agreement** does not constitute a waiver, at that time or in the future, of the non-enforced right or any other right, and does not modify the rights or obligations of either party under this **Agreement**.

6.6. **Amendments**. This **Agreement** may only be modified, or any rights under this **Agreement** waived, by a written document executed by both parties.

6.7. **Governing Law**. This **Agreement** and the rights and liabilities of the parties shall be determined in accordance with the laws of the Commonwealth of Virginia, without regard to any of its conflict of laws principles.

6.8. **Dispute Resolution.**

6.8.1. **Time Period**. Any claim arising out of and/or relating to this **Agreement** must be brought no later than one (1) year after such claim accrues.

6.8.2. **Binding Arbitration**. Any dispute between the parties arising out of and/or relating to this **Agreement** shall be submitted by the parties to binding arbitration with The McCammon Group in Arlington, Virginia. Any arbitration shall proceed in accordance with the commercial arbitration rules of The McCammon Group. In the event that the parties fail to agree upon an arbitrator within ten (10) days after written notice from one (1) party to the other party requesting arbitration, the complaining party shall have an arbitrator, familiar with the issues, designated in accordance with The McCammon Group's rules. The award rendered by the arbitrator shall be final and binding upon the parties, and either party may enter such judgment in any court of competent jurisdiction.

6.8.3. **Costs**. In the event of any action to enforce, interpret and/or set aside this **Agreement**, the substantially prevailing party shall be entitled to recover all court costs, arbitration costs and attorneys' fees incurred in connection with such action or proceeding.

6.9. **Representations**. Each party hereby acknowledges that in executing this **Agreement** such party does not rely and has not relied upon any representation or statement, other than those specifically stated within this written **Agreement**, made by either of the parties and/or by either

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of the parties' respective agents, attorneys and/or representatives with regard to the subject matter, the basis and/or the effect of this **Agreement**.

6.10. **Prior Understanding.** This **Agreement** contains the entire agreement between the parties with respect to the subject matter of this **Agreement**, and the parties intend for this **Agreement** to be a complete and exclusive statement of the terms of the parties' agreement. This **Agreement** supersedes all negotiations, understandings, agreements, representations and warranties, if any, related to the subject matter of this **Agreement**, which precede the execution of this **Agreement**.

6.11. **Partial Invalidity.** In the event that a portion of this **Agreement** becomes invalid or unenforceable for any reason whatsoever, all remaining portions of this **Agreement** shall remain binding and enforceable.

6.12. **Notices.**

6.12.1. Each party shall send all notices and all other communications, required or permitted by this **Agreement**, in writing, by any one (1) or more of the following methods: (i) personal delivery; (ii) certified mail, return receipt requested; (iii) registered mail, return receipt requested; and/or (iv) overnight mail delivery service.

6.12.2. Either party may change the address to which notices and other communications are to be sent to such party, by written communication to the other party, served in the manner described in this Section 6.12.

6.12.3. Initially, the addresses to which notices and other communications are to be sent are as follows:

To **Company**:
Certus Insights, LLC
Attn: Andrew Rugg, President
1418 N. Rhodes Street, B417

Arlington, Virginia 22209

With a copy to:
Eric M. Lemmer, Esq.
Arlington Law Group
1739 Clarendon Boulevard
Arlington, Virginia 22209

To **Client**:
As set forth on the signature page to this Agreement.

6.13. **Headings.** The headings of the sections of this **Agreement** have been included only for convenience and do not modify or limit any of the provisions of this **Agreement**.

6.14. **Binding Agreement.** This **Agreement**, including (i) any and all properly executed **Statements of Work**, and (ii) any and all properly executed **Change Orders**, each of which are hereby incorporated herein by this reference, is binding upon, and inures to the benefit of, each of the parties and each of the parties' respective administrators, successors and assigns. In the event of any inconsistency between the terms of this **Agreement**, those in a properly executed **Statement of Work** and/or those in a properly executed **Change Order**, priority of

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interpretation shall be as follows: first (1st), to a properly executed **Change Order**, second (2nd) to a properly executed **Statement of Work**, and third (3rd) to this **Agreement**.

6.15. **Counterparts**. This **Agreement** may be executed in counterparts, each of which shall be deemed an original, and all of the counterparts together constitute a single instrument. The parties may execute this **Agreement** by electronic signature, by facsimile or by an attachment to an electronic mail message in .PDF or similar format, and each copy thereof shall be treated as though such copy is an original.

6.16. **Independent Contractor Status**. The relationship between **Company** and **Client** shall be one of independent contract. **Company** shall not be treated as an employee of **Client** for any purpose whatsoever. **Client** shall have no obligation to provide any health, life or other insurance coverage or any other benefit for **Company**. **Company** shall be responsible for all federal, state and local income and other taxes (including without limitation estimated tax payments) attributable to amounts earned and paid to **Company** under this **Agreement**.

* * * * * * * * *

IN WITNESS WHEREOF, the parties have each executed this **Agreement** as of the **Effective Date**.

COMPANY:

Certus Insights, LLC

X _____
By: Andrew Rugg
Title: President, Certus Insights
Date: 7/15/2019

CLIENT:

Forbes Tate Partners

X _____
By (if applicable): Zachary Williams
Title (if applicable): Managing Partner
Date: 7/16/19
Address: 777 6th Street NW
9th Floor
Washington, DC 20001

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