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Kathryn Ross  
Paralegal  
Federal Election Commission  
Office of Complaints Examination and Legal Administration  
9998 Street, NW  
Washington, DC 20463

Re: MUR 7350 and MUR 7351

Dear Ms. Ross:

On behalf of our client Make America Number 1 PAC (the “PAC”) and Jacquelyn James, its treasurer, we submit this response to the complaints filed in the matters under review designated as MUR 7350 and MUR 7351 (the “Complaints”) by J. Whitfield Larrabee and the Resistance Committee Action Fund for MUR 7350, and Common Cause for MUR 7351 (“Complainants” or each individually “Complainant”).

Complainants’ allegations, which are primarily directed at Cambridge Analytica, fail to provide any credible reason to believe that the PAC’s decision-making was directed, controlled, or participated in by foreign nationals at any level. As discussed below, the PAC permissibly employed Cambridge as a vendor to provide analytic services, with all services coordinated and overseen by United State citizens employed by Cambridge. While some non-U.S. nationals were involved as functionaries, they did not control or participate in any of the PAC’s decision-making with regard to strategy, fundraising, or messaging, as affirmed by numerous sworn statements annexed hereto. Moreover, Complainant’s allegations are largely premised on unreliable public statements made by a former Cambridge employee who left the firm prior to the existence of the

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PAC. As Complainants speculative allegations are directly contradicted by the facts of Cambridge's employment by the PAC, the Commission should find no reason to believe a violation of federal election law has occurred and dismiss the Complaints.

### **Factual Background**

Make America Number 1 PAC (the PAC) is an independent expenditure-only committee, duly registered with the FEC, established as Keep the Promise I in April 2015; however, other than making contributions to another independent expenditure committee, it did not engage in any election activities for several months. Initially, the PAC supported the presidential candidacy of Senator Ted Cruz; after his defeat in the Republican primary, the PAC reformed under its current name to support the Trump candidacy on June 22, 2016. Throughout both the primary and general elections, the PAC produced independent communications in support of or opposition to a given candidate.

Over the course of the general election campaign, the PAC continued to engage in producing communications that opposed the election of Hillary Clinton. Specifically, they planned to "bypass Director Comey and his reasonable prosecutors" and "prosecute [Clinton] for her myriad of scandals directly in the court of public opinion with American voters serving as the jury" by creating "strategic, targeted messaging delivered to voters" to "educate them on why electing [Clinton] would be a disaster for America."<sup>1</sup> This approach to advertising was initially developed by David Bossie the former director of the PAC and longtime political activist, and the PAC team. Neither Cambridge Analytica ("Cambridge") nor non-US nationals were involved in the initial development of the content of the campaign, nor did foreign nationals engage in directing or

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<sup>1</sup> "Strategy" *Defeat Crooked Hillary*, available at <https://web.archive.org/web/20161104012009/https://www.defeatcrookedhillary.com/strategy/> (Last Accessed June 1, 2018)

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controlling the PAC's messaging or fundraising. To the knowledge of the PAC and based on Cambridge's representations, Cambridge observed all appropriate foreign worker policies and ethics firewalls to comply with Federal election law.

To achieve its goal of tying Secretary Clinton to corruption, the PAC published web and television advertisements highlighting Clinton's ethical failings. The theme of these advertisements, which began airing on July 26, 2016, emphasized the ties Secretary Clinton maintained with political and financial establishment during and after her tenure at the State Department; additionally, the ads described collusion between Secretary Clinton and the Democratic National Committee undertaken to defeat Senator Bernie Sanders in the 2016 Democratic Primary. From the outset of the primary campaign, the PAC contracted with Glittering Steel, LLC, a production firm that specializes in conservative political productions.<sup>2</sup> Between July 26, 2016 and November 8, 2016, the PAC produced fifty-one videos in this format. None of the video advertisements produced by the PAC or Glittering Steel were created by non-US nationals or Cambridge, although Cambridge did assist with the promotion of these videos through online advertisements.

The PAC did contract with Cambridge to provide "campaign management and consulting services." Cambridge was founded in late December 2013 by the British SCL group to apply big data profiling and polling for political candidates and private sector corporations in the United States; though sharing a similar name with Cambridge, the British firm Cambridge Analytica, Ltd. is an entirely unrelated entity from Cambridge or SCL.<sup>3</sup> By May of 2014, long before it provided

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<sup>2</sup> 2015 Expenditures – 6 disclosures; see also Affidavit of Dan Fleurette submitted in response to MUR 7147 and 7193, incorporated by reference in the Complaint in MUR 7350.

<sup>3</sup> Affidavit of Alexander Nix (hereinafter "Nix Aff."), annexed hereto as "Exhibit A", at 5.

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any services to the PAC, majority ownership of Cambridge was transferred to United States nationals. Beginning with the 2014 election, where they were involved with numerous political races, Cambridge became heavily involved in providing services to numerous campaigns and private sector clients simultaneously; as such, they created a substantial ethics firewall to prevent any conflicts or coordination between Cambridge's clientele. Cambridge was initially hired by Keep the Promise I in late 2015 to assist with its activities, and subsequently remained with the PAC after it changed over to its current format;<sup>4</sup> Cambridge had no relationship with the PAC prior to late 2015. Prior to hiring Cambridge or discussing any information with the vendor, the PAC received confirmation of the presence of a substantial ethics wall policy in place at the organization, as well as confirmation that no information would be shared between different teams at the organization.<sup>5</sup> In addition to the firewall, Cambridge also maintained a robust foreign worker policy, whereby all activities conducted by Cambridge were coordinated and overseen by United State citizens, who served as the primary interface for any clients and ensured that no non-U.S. national workers were involved with any committee's decision-making process.<sup>6</sup>

It is worth noting that the majority of news stories cited by the Complainants in each MUR are premised on statements made by Mr. Christopher Wylie or anonymous sources. Mr. Wylie was a consultant to SCL, not Cambridge, from August of 2013 to June of 2014.<sup>7</sup> He had no relationship with Cambridge or SCL after July of 2014 and therefore had no personal knowledge of the

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<sup>4</sup> 2015 Expenditure - 47

<sup>5</sup> Affidavit of Molly Schweickert (hereinafter "Schweickert Aff."), annexed hereto as "Exhibit B", at 12; Affidavit of Emily Cornell (hereinafter "Cornell Aff."), annexed hereto as "Exhibit C", at 15, 16; Affidavit of Julian Wheatland (hereinafter "Wheatland Aff."), annexed hereto as "Exhibit D", at 6; Affidavit of Mark Turnbull (hereinafter "Turnbull Aff."), annexed hereto as "Exhibit E", at 8; Nix Aff. at 46.

<sup>6</sup> Nix. Aff. at 46.

<sup>7</sup> Nix Aff. at 6, 9-10.



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activities performed by Cambridge for the PAC in late 2015 and 2016.<sup>8</sup> Indeed, the only interaction Mr. Wylie had with Cambridge or SCL during those years involved threatened litigation, which was subsequently settled.<sup>9</sup> Through this litigation, it was discovered that Mr. Wylie had wrongly retained SCL confidential information and was using to further the business interests of a competing firm he founded, Eunoia Technologies, Ltd.<sup>10</sup>

Since Cambridge was established by British nationals, the PAC expressed concern regarding compliance with federal election law prohibitions on non-US nationals' involvement with the strategic decision-making processes of a political action committee. Upon the advice of counsel, the PAC also received substantial assurances from Cambridge that no non-US nationals would be involved in the strategic decision-making related to the services provided to the PAC.<sup>11</sup> Throughout the entire relationship between Cambridge and the PAC, all strategic and operational interactions were exclusively between representatives of the PAC and American employees of Cambridge; first, Molly Schweickert and later Emily Cornell.<sup>12</sup> As attested to in both of their sworn affidavits, although some non-US nationals acted as data scientists or administrative functionaries for Cambridge, neither Mr. Alexander Nix, Mr. Mark Turnbull, nor any other non-US national employees of Cambridge were involved in decision-making related to Cambridge's work for the PAC.<sup>13</sup> At no point was the PAC nor any individuals involved with it aware of any non-US nationals taking part in any decision-making related to the PAC's retention of CA.

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<sup>8</sup> Nix Aff. at 18-19.

<sup>9</sup> Nix Aff. at 14-15; Wheatland Aff. at 12; *accord* Turnbull Aff. at 4.

<sup>10</sup> Nix Aff. at 12, 13.

<sup>11</sup> Nix Aff. at 29, 46

<sup>12</sup> Schweickert Aff. at 4; Cornell Aff. at 5.

<sup>13</sup> Schweickert Aff. at 11; Cornell Aff. at 14; *accord* Turnbull Aff. at 3.

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Rebekah Mercer was on the boards of the PAC and Cambridge. At no time did she share non-public proprietary information regarding the messaging, needs, plans, or financing of the PAC with any agent or official of the Trump campaign. During the election season, Ms. Mercer did not receive any non-public proprietary information regarding the Trump campaign's messaging needs, plans, or financing. Further, Ms. Mercer did not consult with or interact with any non-US nationals concerning the strategic decision-making of the PAC.<sup>14</sup>

In March of 2018, over a year after the PAC made any disbursements to Cambridge, public reports began to surface of undercover video taken of individuals involved with Cambridge; specifically, the videos showed Mr. Nix and Mr. Trumbull attempting to sell services to reporters posing as potential customers from Sri Lanka. Mr. Nix and Mr. Turnbull, over the course of these conversations, made numerous outlandish claims relating to hypothetical strategies for influencing hypothetical political processes.<sup>15</sup> As attested to in their sworn affidavits and others, these assertions were not tied to actual activities undertaken by Cambridge or the SCL group.<sup>16</sup> Mr. Nix and Mr. Turnbull also made numerous false assertions related to the strategy undertaken by Cambridge in relation to its work with both the PAC and the Trump campaign, in order to take credit for the Trump victory as a means of bolstering SCL's profile with the potential customers and sell more services.<sup>17</sup> In truth, as attested to in the sworn affidavits of both Mr. Nix and Mr. Turnbull, Mr. Nix had only a tangential role in marketing additional services as the president of

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<sup>14</sup> See Exhibit 7 of the Response of Make America Number 1 PAC to MUR 7147 and 7193, incorporated by reference in the Complaint in MUR 7350.

<sup>15</sup> Nix Aff. at 31-33; Turnbull Aff. at 5.

<sup>16</sup> Nix Aff. at 35; Turnbull Aff. at 7.

<sup>17</sup> Nix Aff. at 35, 36; Turnbull Aff. at 6.

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Cambridge, while Mr. Turnbull had no involvement whatsoever in the activities of Cambridge or SCL involving the 2016 presidential election.<sup>18</sup>

### **Legal Background**

Under longstanding Commission precedent, unfounded allegations contradicted by sworn statements from Respondents are not a sufficient basis for initiating an investigation, or a finding of a violation of FECA.<sup>19</sup> “Unwarranted legal conclusions from asserted facts, or mere speculation, will not be accepted as true, and such speculative charges, especially when accompanied by direct refutation, do not form an adequate basis to find reason to believe that a violation of FECA has occurred.”<sup>20</sup> In MUR 5774 (MoveOn.org Voter Fund) there was a finding of no reason to believe Respondent violated the act in the form of coordinated expenditures because “[i]n contrast to the rather vague allegations contained in the complaint, [Respondent’s] response 2 includes declarations specifically denying each of the elements that would satisfy the ‘conduct’ 3 standards”.<sup>21</sup>

Additionally, prior district court precedent has prohibited the application of agency rules to impose liability on individuals for the actions of third parties in the absence of express legislative

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<sup>18</sup> Nix Aff. at 36; Turnbull Aff. at 3.

<sup>19</sup> See, e.g. MUR 5999 (Freedom’s Watch and NRCC), Notification with Factual and Legal Analysis to Freedom’s Watch at 7 (Dec. 15, 2008) available at <http://eqs.fec.gov/eqsdocsMUR/29044223107.pdf> (“Given that there is no probative information of coordination, and [Respondent] has provided specific sworn denials of the existence of coordination, there is no basis to open an investigation in this matter.”); MUR 5609 (Club for Growth) First General Counsel’s Report (Aug. 8, 2005), available at (<http://eqs.fec.gov/eqsdocsMUR/00004846.pdf>) (Allegations of coordination that were contradicted by sworn statement that no coordination occurred insufficient basis for investigation).

<sup>20</sup> MUR 6077 (U.S. Chamber of Commerce) Notification with Factual and Legal Analysis to the Chamber of Commerce (May 19, 2009), available at <http://eqs.fec.gov/eqsdocsMUR/29044243637.pdf>; accord MUR 4960 (Hillary Rodham Clinton for U.S. Senate Exploratory Committee) Statement of Reasons (Dec. 21, 2000).

<sup>21</sup> MUR 5774 (MoveOn.org Voter Fund) Factual and Legal Analysis Regarding Alleged Coordination of Expenditures at 4 (Dec. 12, 2006), available at <http://eqs.fec.gov/eqsdocsMUR/000058F5.pdf>.

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authorization to do so.<sup>22</sup> In *Federal Election Commission v. Swallow*, the District Court for the District of Columbia refused to impose secondary liability for straw donations upon an individual who allegedly facilitated such straw donations. Reasoning that the statute in question did not contemplate liability for aiding and abetting, the District Court refused to impose liability and found the associated rule invalid. Here, in addition to the statute in question not expressly prohibiting a PAC from permitting a foreign national to engage in decision-making activity, the regulations do not speak at all to liability for secondary actors in the event that a foreign national participates in decision-making activity for a committee and could certainly not impose liability for non-U.S. national employees providing non-decision-making services to a committee as exists herein.

Federal election law prohibits foreign nationals from making contributions, donations, expenditures, independent expenditures, or disbursements in connection with a federal election or related events.<sup>23</sup> Additionally, under other federal election regulations, foreign nationals are prohibited from controlling decision making related to federal election spending by any person or organization. Specifically, the regulations state that foreign nationals

“shall not direct, dictate, control, or directly or indirectly participate in the decision making process of any person, such as a corporation, labor

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<sup>22</sup> See, e.g. *Fed. Election Comm’n v. Swallow*, No. 2:15-CV-439-DB, 2018 WL 1725429 (D. Utah Apr. 6, 2018) (Refusing to enforce FEC rule against third party for assisting making a contribution in the name of another when the statute did not contemplate such application.)

<sup>23</sup> “It shall be unlawful for (1) a foreign national, directly or indirectly, to make (A) a contribution or donation of money or other thing of value, or to make an express or implied promise to make a contribution or donation, in connection with a Federal, State, or local election; (B) a contribution or donation to a committee of a political party; or (C) an expenditure, independent expenditure, or disbursement for an electioneering communication (within the meaning of section 30104(f)(3) of this title); or (2) a person to solicit, accept, or receive a contribution or donation described [above] from a foreign national.” 52 U.S.C. 30121(a); accord 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.”); see also 36 U.S.C. 510

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organization, political 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, donations, expenditures, or disbursements in connection with election for any Federal, State or local office or decisions concerning the administration of a political committee.”<sup>24</sup>

At their core, these regulations serve to limit foreign nationals, those without a constitutional right to participation in the political process, from directly manipulating political decision-making or elections, and from making contributions or donations to US elections. As stated in by the United States District Court for the District of Columbia in its decision in *Bluman v. FEC*:

“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”<sup>25</sup>

Key to each of these regulations is the concept of directing or controlling decision-making, rather than mere participation as a functionary within a campaign; in the absence of such power to direct decision-making or strategy, foreign nationals are permitted to attend campaign events, serve as campaign functionaries, or even attend strategy meetings. In Advisory Opinion 2004-26, a campaign sought guidance from the Commission as to whether a candidate's fiancée, who was an elected official in Guatemala, could participate in the candidate's campaign for reelection.<sup>26</sup>

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<sup>24</sup> 11 CFR §110.20 (i)

<sup>25</sup> *Bluman v. Fed. Election Comm'n*, 800 F.Supp.2d 281, 283 (D.D.C. 2011).

<sup>26</sup> Advisory Opinion 2004-26 (Weller), available at <https://www.fec.gov/files/legal/aos/2004-26/2004-26.pdf>

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The Commission advised that she was permitted to serve as a volunteer, attend meeting and events, or engage in fundraising activities so long as she was not managing the committee or participating in decision-making.<sup>27</sup> While this focuses on a foreign volunteer, it sets the precedent that a foreign national may work for or with a political committee as long as the foreign national is not managing the committee or involved in decision making. More importantly, in Advisory Opinion 2007-22, a campaign requested information concerning hiring Canadian nationals as campaign workers; although the Commission indicated that a campaign could not accept donations from foreign nationals, it did state that foreign nationals could volunteer, work for, or purchase for fair market value materials or advice from Canadian citizens and campaigns.<sup>28</sup> Specifically, the Commission stated that “You may also use campaign funds to hire Canadian citizens as members of your campaign staff.” And in answering the question, “May your authorized committee use campaign funds to obtain certain information from Canadians, to pay for travel to Canada to obtain such information and observe third party election operations, and to pay the salaries of Canadian campaign staff?” the Commission responded, “Yes, your authorized committee may use campaign funds to obtain certain information from Canadians, to pay for travel to Canada to obtain such information and observe third party election operations, **and to pay the salaries of Canadian citizens working for your campaign.**” (emphasis added).<sup>29</sup> Once again the Commission has made it crystal clear that a foreign national may be a volunteer or a paid worker for a political campaign, as long as the foreign national isn’t donating funds, or controlling the expenditure of funds or management of the political entity’s political activity.

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<sup>27</sup> *Id.* at 3.

<sup>28</sup> Advisory Opinion 2007-22 (Hurysz), available at <http://saos.fec.gov/aodocs/2007-22.pdf>.

<sup>29</sup> *Id.* at 4, 5.

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Additionally, recent Commission precedent has found that when a foreign national is employed by a campaign or committee, it will not infer that there is reason to believe a violation of federal election law occurred in the absence of evidence that they were involved with the decision-making of the committee. In MUR 6959, complainants challenged the hiring of a foreign national by the Democratic National Committee, alleging that her presence within the campaign constituted a violation of Federal election law, predicated on news stories that she was “helping the party organize ahead of a presidential election” and “collaborate[ing] on policies in order to help women, children, and Hispanic people”.<sup>30</sup> In finding no reason to believe a violation of federal election law occurred, the Commission stated that the complaint failed to provide any evidence to support its allegation that the foreign national “participated in the DNC’s decision-making or management processes with respect to election related activities;” moreover, the Commission credited a sworn affidavit to the contrary.<sup>31</sup> And, in MUR 5987, the Commission found that when Elton John allowed his likeness and name to be used to advertise a fund raising event in which he would perform for the Hillary Clinton for President Committee that, “Elton John, as a foreign national, is allowed to provide uncompensated volunteer services to the Committee, including soliciting contributions from those who are not foreign nationals as long as he is not involved in the decision-making process of the Committee.”

Decisions of the Commission have also held that past practice cannot for a basis for inferring that a foreign national impermissibly participated in election related activities. In MUR 7081, complainants alleged that donations from a limited liability corporation were in fact foreign

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<sup>30</sup> MUR 6959 (Democratic National Committee) Notification with Factual and Legal Analysis to Democratic National Committee (Oct. 16, 2016) *available at* <https://www.fec.gov/files/legal/murs/current/116937.pdf>

<sup>31</sup> MUR 6959 at 3, 4.

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donations, as individuals involved with the LLC assisted with purchasing luxury real estate for Chinese investors through similar entities.<sup>32</sup> In finding no reason to believe a violation occurred, the commission found that the evidence in the record, including news articles relating to foreign funding of such LLCs and statements that other related entities received funding from foreign nationals, did not support an allegation that the committee in question knowingly accepted foreign donations.<sup>33</sup> And, “Correspondingly, the record does not support the conclusion that FSMC knowingly accepted or received foreign national contributions.”<sup>34</sup> Similarly, the unsupported allegations against Cambridge, largely related to activity wholly separate from the PAC, cannot be used to support a charge that the PAC knowingly violated election law by contracting with Cambridge, absent any direct evidentiary support for such a charge in the complaints.

### **Argument**

#### ***Make America Number 1 Did Not Violate Federal Election Law by Permitting Foreign Nationals to Direct Campaign Decision-making.***

Contrary to Complainants’ unfounded assertions, the PAC did not violate federal election law through its use of Cambridge Analytica as a vendor. Although Cambridge did provide substantial services to the PAC, it was not directing the messaging or strategy of the PAC. Moreover, all of Cambridge’s activities for the PAC were overseen by and coordinated through American citizens. As each of these points—attested to in sworn affidavits including the those of Ms. Schweickert and Ms. Cornell, the U.S. citizens that managed the work of Cambridge, and

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<sup>32</sup> MUR 7081(Floridians for a Strong Middle Class) Notification with Factual and Legal Analysis to Nicholas Mastroianni II (Sep. 25, 2017)

<sup>33</sup> *Id.* at 7, 8.

<sup>34</sup> *Id.*



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those of Mr. Nix and Mr. Turnbull, foreign nationals named in the complaints who denied managing any election activity for Cambridge in the 2016 presidential election cycle—indicate that foreign nationals were not directing, dictating, controlling, or participating in the decision-making process of the PAC, the Commission must find no reason to believe the PAC violated federal election law.

The Complainants' allegations infer wrong doing by Cambridge, which they charge against the PAC, without introducing any credible evidence, testimony, or documents to demonstrate that the PAC or any of its employees or consultants knowingly engaged in any violation of election law by its retention of Cambridge as a vendor. Rather, their arguments, based on conjecture and falsehoods, attempt to charge the PAC with complicity in unproven and speculative alleged prior violations by Cambridge. This is not only a bridge too far, it isn't even a bridge. It would violate Commission precedent and fundamental concepts of jurisprudence to proceed against the PAC.

The PAC first retained Cambridge Analytica in 2015 in connection with its election activities in support of Senator Ted Cruz's campaign for president.<sup>35</sup> Services provided by Cambridge were managed by US citizens and were conducted pursuant to direction from the PAC's employees.<sup>36</sup> Although services were marketed to the PAC by Mr. Nix and issues of payment and contracting were overseen by Mr. Wheatland, all of the actual work performed by the PAC was coordinated by Molly Schweickert and Emily Cornell, both of whom are U.S. nationals.<sup>37</sup> As attested to in their sworn affidavits, Ms. Schweickert and Ms. Cornell oversaw all

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<sup>35</sup> Wheatland Aff. at 7.

<sup>36</sup> Wheatland Aff. at 8; Schweickert Aff. at 5-8; Cornell Aff. at 6-10.

<sup>37</sup> Schweickert Aff. at 10-11; Cornell Aff. at 13-14.

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interaction between Cambridge employees and the PAC, with no direct oversight or control from Mr. Wheatland, Mr. Nix or Mr. Turnbull.<sup>38</sup> Indeed, Mr. Turnbull had no involvement whatsoever in the 2016 US elections relevant to the PAC.<sup>39</sup> While non-U.S. national employees did assist with the provision of these services as data analysts and other functionaries, they were continuously supervised by Ms. Schweickert and Ms. Cornell and did not participate in the decision-making of the PAC with respect to fundraising, strategy, or expenditures.<sup>40</sup> In contrast, there is nothing in the complaint to support a claim that the PAC knowingly received prohibited services from Cambridge.

Moreover, Mr. Bossie and other PAC employees and consultants were the sole source for the strategy underlying the “Defeat Crooked Hillary” campaign, including the handcuff imagery in the logo.<sup>4142</sup>

In accordance with prior FEC precedent, the PAC and Cambridge appropriately utilized foreign workers as functionaries within a structure overseen exclusively by U.S. nationals. Like the Canadian workers described in A.O. 2007-22, these data analysts engaged in campaign related activities of a kind with “lit drops, door to door canvassing, handing out literature at transit stations,

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<sup>38</sup> *Id.*

<sup>39</sup> Turnbull Aff. at 3; Nix Aff. at 37; *accord* Cornell Aff. at 14.

<sup>40</sup> Schweickert Aff. at 10-11; Cornell Aff. at 13-14.

<sup>41</sup> Joshua Green, *New Super-PAC Launches for Donors Who Won't Back Trump But Loathe Clinton*, BLOOMBERG, <https://www.bloomberg.com/news/articles/2016-06-22/new-super-pac-launches-for-donors-who-won-t-back-trump-but-loathe-clinton> (June 21, 2016).

<sup>42</sup> In response to similar allegation that Cambridge played an outsized role for the Trump campaign, “the head of social media for the Trump campaign, Brad Parscale, said he relied heavily on Facebook but downplayed the influence of Cambridge Analytica . . . the description rings true.” Emily Taylor, *Even Without Cambridge Analytica, the Trump Campaign Already Had Everyone's Data*, CHATHAM HOUSE (United Kingdom), <https://www.chathamhouse.org/expert/comment/even-without-cambridge-analytica-trump-campaign-already-had-everyone-s-data> (March 20, 2018); *see also* Andy Kroll, *Cloak and Data: The Real Story Behind Cambridge Analytica's Rise and Fall*, MOTHER JONES, <https://www.motherjones.com/politics/2018/03/cloak-and-data-cambridge-analytica-robert-mercier/> (May/June 2018) (“But according to multiple Republican sources familiar with Cambridge’s work for Trump, the firm played at best a minor role in Trump’s victory.”)

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telephone banking, and get out the vote activities,” without participating in the management or decision-making of the campaign.<sup>43</sup> Moreover, as attested to in the annexed sworn affidavits, the limited activities of these foreign nationals did not include the creation of the media strategy for the campaign.<sup>44</sup> Indeed, the decision to focus on negative messaging regarding Secretary Clinton was determined by the PAC and implemented by US employees.<sup>45</sup> Cambridge was given budgets, messaging goals, and instructions regarding the focus of the work, including the specific messages to be sent and the geographic areas to focus on.<sup>46</sup>

Additionally, under the firewall policy provided to the PAC by Cambridge, no information was shared between Cambridge employees working for the PAC and those working for the Trump campaign.<sup>47</sup> As demonstrated in response to MUR 7147 and 7193, Cambridge appropriately followed all applicable regulations with respect to the establishment of a firewall to prevent any impermissible coordination between the PAC and any Federal candidate committee. There is not a single credible allegation that the fire wall was not observed by the Cambridge employees working with the PAC, while there are a number of sworn affidavits demonstrating fealty to said fire wall policy.<sup>48</sup>

In opposition to these sworn statements, the Complaint offers absolutely zero evidence of any wrong doing by the PAC or Cambridge regarding its work for the PAC. Rather, it presents a

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<sup>43</sup> A.O. 2007-22 (“You also ask about using campaign funds to hire Canadian citizens to work as campaign staff. The Commission concludes that such use of campaign funds is an otherwise authorized expenditure in connection with your campaign for Federal office, and is therefore a permissible use of campaign funds under the Act and Commission regulations.”)

<sup>44</sup> Schweickert Aff. at 5, 9-11; Cornell Aff. at 6, 11-14.

<sup>45</sup> See Green, *supra* note 41.

<sup>46</sup> Cornell Aff. at 8, 9; Schweickert Aff. at 8; Nix Aff. at 27-30

<sup>47</sup> Schweickert Aff. at 12; Cornell Aff. at 15; *see further* the Firewall policy submitted in response to MURs 7147 and 7193, incorporated by reference in response to the Complaint in MUR 7350’s incorporation of that complaint by reference.

<sup>48</sup> Schweickert Aff. at 12; Cornell Aff. at 15-16; Turnbull Aff. at 8.

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number of questionable and unsubstantiated bases for its allegations, which are either patently false, or pure conjecture. The majority of their Complaint is derived from public statements made by Christopher Wylie, a disgruntled former employee of Cambridge who ceased all work for the firm in or around June or July 2014. As the PAC did not exist until April of 2015 and did not retain Cambridge until November of 2015, Mr. Wylie would have no knowledge of Cambridge's work for the PAC, which occurred during the 2016 election cycle.<sup>49</sup> In fact, Mr. Wylie's only connection with Cambridge after the termination of his employment in 2014 consisted of threatened litigation in 2015 over his misappropriation of Cambridge intellectual property to support the establishment of his own competing data analytics firm.<sup>50</sup> Given his lack of personal knowledge concerning activities of Cambridge after the termination of his employment and his understandable personal animus toward Cambridge, his public assertions should not be credited as competent evidence. Here, at best the complainants relied on nothing more than conjecture based on what Mr. Wiley claimed occurred more than a year prior to the PAC engaging in any work with Cambridge Analytica, and demonstrably false statements which have been specifically refuted in sworn statements.<sup>51</sup> Such a slim reed can't support the charges made.

Mr. Wylie, according to an article in BuzzFeed News on March 28, 2018, had the same data of millions of Facebook users he accused Cambridge of improperly obtaining, and, "had the same data set when he was establishing a business of his own in 2014, according to information obtained by BuzzFeed News. The following year, that company, Eunoia Technologies,

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<sup>49</sup> Nix Aff. at 19.

<sup>50</sup> Nix Aff. at 10-13; Wheatland Aff. at 12; Ryan Mac, *The Cambridge Analytica Whistleblower Wanted His New Company to Work with Trump's Campaign Manager*, BUZZFEED NEWS, [https://www.buzzfeed.com/ryanmac/cambridge-analytica-chris-wylie-eunoia-trump-campaign?utm\\_term=.hqe25R851#.duO68R08B](https://www.buzzfeed.com/ryanmac/cambridge-analytica-chris-wylie-eunoia-trump-campaign?utm_term=.hqe25R851#.duO68R08B) (Mar. 28, 2018)

<sup>51</sup> Turnbull Aff. at 10; Cornell Aff. at 14; Schweickert Aff. at 11; Nix Aff. at 18-23; *see further* Response of Make America Number 1 PAC to MUR 7147 and 7193, incorporated by reference in the Complaint.

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subsequently pitched Republican political operative Corey Lewandowski on microtargeting tools that could be deployed on behalf of Donald Trump's 2016 presidential campaign."<sup>52</sup> See further the affidavit of Mr. Nix, indicating that Mr. Wylie improperly stole the intellectual property of Cambridge, and violated multiple written agreements not to take any Cambridge intellectual property or to compete with Cambridge in seeking political business.<sup>53</sup> Therefore, in addition to Mr. Wylie's allegation regarding activity of Cambridge and the PAC in the 2016 election being purely speculative at best, he is an individual who has demonstrated he will violate written agreements, steal intellectual property, violate agreements not to compete with his former employer, and be untruthful in wanton disregard of his legal and ethical obligations.<sup>54</sup>

In MUR 7350, the Complainants cite to news reports which only contain information and statements by unnamed Cambridge workers related to the 2014 midterm elections, which it then stretches, absent a scintilla of evidence of PAC wrongdoing, to infer illegal activity in the 2016 presidential election. Paragraph 32, for example alleges, absent any evidentiary support that, "[t]here are good grounds to believe that Nix, Turbull (sic), Wilie (sic), and other foreign staff provided paid election related services." In truth, Mr. Wylie, the oft-quoted protagonist who provides the supposed basis for this conjecture, did not work for Cambridge, the PAC, the Trump campaign, or any campaign or committee in the 2016 election and has not claimed to have done so. Rather, as he has readily acknowledged and as discussed further above, his working

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<sup>52</sup> Ryan Mac, *The Cambridge Analytica Whistleblower Wanted His New Company to Work with Trump's Campaign Manager*, BUZZFEED NEWS, [https://www.buzzfeed.com/ryanmac/cambridge-analytica-chris-wylie-eunoia-trump-campaign?utm\\_term=.hqe25R851#.duO68R08B](https://www.buzzfeed.com/ryanmac/cambridge-analytica-chris-wylie-eunoia-trump-campaign?utm_term=.hqe25R851#.duO68R08B) (Mar. 28, 2018)

<sup>53</sup> Nix Aff. at 9-13.

<sup>54</sup> Nix Aff. at 22; Wheatland Aff. at 12; Ryan Mac, *The Cambridge Analytica Whistleblower Wanted His New Company to Work with Trump's Campaign Manager*, BUZZFEED NEWS, [https://www.buzzfeed.com/ryanmac/cambridge-analytica-chris-wylie-eunoia-trump-campaign?utm\\_term=.hqe25R851#.duO68R08B](https://www.buzzfeed.com/ryanmac/cambridge-analytica-chris-wylie-eunoia-trump-campaign?utm_term=.hqe25R851#.duO68R08B) (Mar. 28, 2018)

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relationship with Cambridge ended in 2014 and he had no relationship with the PAC.<sup>55</sup> Nevertheless, the complaint names Mr. Wylie as one of the foreign nationals working for the PAC and Cambridge in the 2016 election cycle. Mr. Turnbull never worked on the US presidential elections according to his affidavit, as well as those of Ms. Schweickert and Ms. Cornell.<sup>56</sup> Finally, Mr. Nix and several others have attested to the fact that he didn't perform any campaign strategic role or otherwise engage in campaign activity on behalf the PAC.<sup>57</sup>

Additionally, Complainants cite to statements made by Mr. Turnbull and Mr. Nix during surreptitiously recorded conversations with undercover reporters, in which they made wholly unfounded claims regarding Cambridge's work for the PAC and Trump campaign. As attested to in the annexed sworn affidavits, neither Mr. Nix nor Mr. Turnbull were involved in the work performed for the PAC by Cambridge.<sup>58</sup> Moreover, each of these statements were made within the context of a sales pitch, where puffery and exaggeration are common. Mr. Turnbull and Mr. Nix both acknowledge that, with the express encouragement and prodding from a supposed potential client, they exaggerated, misstated, and outright misrepresented the activities of Cambridge in an attempt to close a deal.<sup>59</sup> Such unfortunate braggadocious statements, when countered by sworn denials of the content of such statements by both the speakers and independent witnesses, do not form an adequate basis to believe a violation of federal election law occurred.

Critical to the analysis of the statements Mr. Nix and Mr. Turnbull made to the undercover reporters is that they are demonstrably false. In their sworn affidavits, both Mr. Nix and Mr.

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<sup>55</sup> Turnbull Aff. at 4; Nix Aff. at 18-19.

<sup>56</sup> Turnbull Aff. at 3; Cornell Aff. at 14; Schweickert Aff. at 11.

<sup>57</sup> Turnbull Aff. at 10; Cornell Aff. at 14; Schweickert Aff. at 11.

<sup>58</sup> Turnbull Aff. at 10; Cornell Aff. at 14; Schweickert Aff. at 11.

<sup>59</sup> Turnbull Aff. at 5, 6; Nix Aff. at 35.

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Turnbull indicate that neither had worked for the PAC during the 2016 elections;<sup>60</sup> this point is subsequently affirmed by the affidavits of Ms. Schweickert, Ms. Cornell, and Mr. Wheatland.<sup>61</sup> In addition to the sworn denials by Mr. Nix and Mr. Turnbull, independent evidence exists that the PAC determined to pursue a policy of focusing on negative campaigning regarding Secretary Clintons' past practices and ethics, without input from Nix or Turnbull. As noted in news reports it was the PAC's plan, starting in June of 2016 at the end of the primaries, to focus on Secretary Clinton and her liabilities as a candidate as a means of attracting donations from traditional republican donors who, though opposed to directly supporting the Trump campaign, would support an effort to educate the public regarding Secretary Clinton's liabilities.<sup>62</sup> Indeed, it was Mr. Bossie and the team he and the PAC assembled that determined to focus on a special project titled Defeat Crooked Hillary, with a website landing page<sup>63</sup> so named and graphics, including the use of a handcuff image for the two letters 'o' in the work crooked.<sup>64</sup> When Mr. Turnbull bragged of designing that campaign and its imagery, he simply lied in order make a sale by taking credit for the work of others.<sup>65</sup>

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<sup>60</sup> Turnbull Aff. at 3; Nix Aff. at 37.

<sup>61</sup> Wheatland Aff. at 5; Schweickert Aff. at 11; Cornell Aff. at 14.

<sup>62</sup> See also Fredreka Schouten, *Major GOP Donor Gives \$2M to anti-Clinton PAC*, USA TODAY, <https://www.usatoday.com/story/news/politics/elections/2016/2016/07/19/major-gop-donor-gives-2m-anti-clinton-pac/87286872/> (July 19, 2016)

<sup>63</sup> See Defeat Crooked Hillary homepage, a copy of which is annexed hereto as "Exhibit F"

<sup>64</sup> Cornell Aff. at 7; Joshua Green, *New Super-PAC Launches for Donors Who Won't Back Trump But Loathe Clinton*, BLOOMBERG, <https://www.bloomberg.com/news/articles/2016-06-22/new-super-pac-launches-for-donors-who-won-t-back-trump-but-loathe-clinton> (June 21, 2016); Mega-donor Forms PAC to Attack Clinton. *THE STRAITS TIMES* (Singapore), <https://www.straitstimes.com/world/united-states/mega-donor-forms-pac-to-attack-clinton> June 23, 2016 ("Mr. Dave Bossie, president of the conservative advocacy group Citizens United, will head the Defeat Crooked Hillary PAC. 'This is an opportunity to really refocus the presidential debate around Hillary Clinton and her character, and the whole culture of corruption that's surrounded the Clintons for decades,' said Mr. Bossie."); see also Affidavit of Dan Fleurette, submitted in connection with MUR 7147 and MUR 7193.

<sup>65</sup> Turnbull Aff. at 10; Nix Aff. at 36.

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Turning to MUR 7351, there is a similar lack of credible evidence, or even firsthand information, to support the allegations against the PAC. Starting with paragraph 5 of the complaint which claims Cambridge “is a London-based private limited company that was incorporated in the United Kingdom on July 30, 2014, and is a foreign national for the purposes of FECA”. As demonstrated by the annexed corporate information searches and the affidavit of Mr. Nix,, the cited company is a management consulting firm started by apparent British citizens, who were wholly unrelated to either SCL Group or the US company complained of; the Cambridge Analytica here was established in Delaware in 2013.<sup>66</sup> As each of Complainants’ allegations relate to a purported contractual relationship between the PAC and this entity with whom the PAC had no relationship whatsoever, the Commission should find no reason to believe that the PAC committed any violation alleged in MUR 7351.<sup>67</sup>

At paragraph 11 the Complaint in MUR 7351 acknowledged that Mr. Wiley, the primary informant, left Cambridge in mid-2014; it then goes on to cite a New York Times story from March 17, 2017, to support the allegation in paragraph 18, that “Cambridge Analytica reportedly “exhibited a similar pattern in the 2016 election cycle, when the company worked for the campaigns of Mr. Cruz and then Mr. Trump.” There is no credible evidence or allegations that the Cambridge work for the PAC exhibited a similar pattern and sworn affidavits directly refute such a claim;<sup>68</sup> the mere fact that some data scientists may have been foreign nationals doesn’t support the allegation that such individuals were decision makers for Cambridge or the PAC.<sup>69</sup> There is no

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<sup>66</sup> Certificate of Incorporation for Cambridge Analytica LTD, annexed hereto as “Exhibit G”

<sup>67</sup> MUR 6022 (Science Engineering Inc.) First General Counsel’s Report (October 24, 2008) *available at* <https://www.fec.gov/files/legal/murs/6022/11044290075.pdf> (Finding no reason to believe a violation occurred and dismissing complaint where no basis in fact existed for allegation.)

<sup>68</sup> Schweickert Aff. at 11; Cornell Aff. at 14; Nix Aff. at 42, 46, 48.

<sup>69</sup> *Id.*



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evidentiary support offered to buttress the notion that Cambridge in fact exhibited a similar pattern, rather, there is clear evidence that American citizens supervised the Cambridge work for the PAC in 2015 and 2016.

The various allegations made in the Complaints—based on public tirades of a disgruntled employee who left the Cambridge in mid-2014 and sting videos of sales pitches gone horribly wrong—do not accurately reflect the actual activities undertaken by the PAC. Moreover, the allegations are directly countered by sworn affirmations of the numerous steps taken by both Cambridge and the PAC to ensure compliance with the rules and regulations surrounding foreign involvement with federal elections. As a result, the Commission should find no reason to believe the PAC violated federal election law through its use of Cambridge as a vendor.

### **Conclusion**

Complainants bare assertions based on innuendo and refuted false statements do not stand up to scrutiny of the facts or the law. As the Commission has often determined, unwarranted legal conclusions from speculation or unsupported alleged facts, will not be accepted as true and cannot support a finding of a reason to believe.<sup>70</sup> As in the current matter, the allegations primarily allege foreign nationals worked at Cambridge, not that they managed the PACs election activities.

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<sup>70</sup> See, e.g., MUR 4960 (Hillary Rodham Clinton for U.S. Senate Exploratory Committee, Inc.) Statement of Reasons of the Commissioners David M. Mason, Karl J. Sandstrom, Bradley A. Smith and Scott E. Thomas at 2 (Dec. 21, 2000); MUR 4869 (American Postal Workers Union), Statement of Reasons of Chairman Darryl Wold, Vice Chairman, Danny McDonald, and Commissioners David M. Mason, Karl Sandstrom and Scott Thomas (March 21, 2000) (finding complaint failed to allege a violation of the Federal Election Campaign Act).

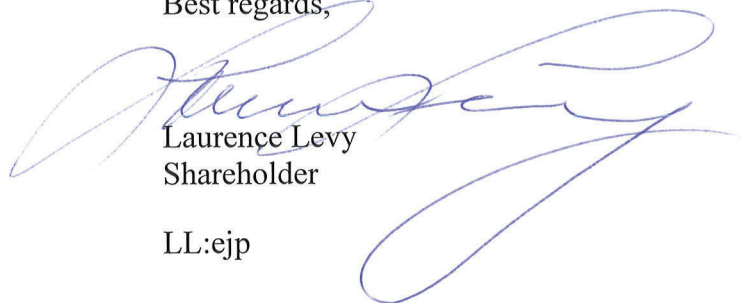
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The instant complaints are nothing more than an attempt to shift the burden to the Respondents through innuendo and conjecture, thereby violating fundamental fairness and Commission precedent.<sup>71</sup>

Based on the foregoing, the Commission should find no reason to believe Make America Number 1 and its treasurer, Jacqueline James, violated federal election law by virtue of its retention of Cambridge Analytica; therefore, the Complaint against the PAC should be dismissed.

Best regards,

A handwritten signature in blue ink, appearing to read 'Laurence Levy', is written over the typed name and title.

Laurence Levy  
Shareholder

LL:ejp

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<sup>71</sup> See MUR 4850 (Deloitte & Touche, LLP), Statement of Reasons of Chairman Daryl Wold and Commissioners David Mason and Scott Thomas (July 20, 2000) (rejecting the Office of General Counsel's recommendation to find reason to believe because the respondent did not specifically deny conclusory allegations, and holding that "a mere conclusory allegation without any supporting evidence does not shift the burden of proof to the respondents"); *see also* *Machinists Non-partisan Political Action Committee v FEC*, 655 F.2d 380, 388 (D.C. Cir. 1981), (Mere 'official curiosity' will not suffice as the basis for FEC investigations.)

**Exhibit A**  
**Affidavit of Alexander Nix**

## DECLARATION OF ALEXANDER NIX

I, Alexander Nix, depose and state as follows:

1. I am over 18 years of age and am competent to testify in this matter.
2. I make this declaration based upon my own personal knowledge.
3. I was a Director and CEO of SCL Elections Limited (“SCLE”) and President and Founder of Cambridge Analytica LLC (“CA”) throughout the period from 2014 through April of 2018.
4. CA was formed in 2013, as a U.S. company in Delaware; in mid-2014, U.S. investors became the majority owners and CA remained a US company until closure of operations on 1<sup>st</sup> May 2018.
5. Cambridge Analytica, Ltd. is apparently a management consulting firm organized in England. Neither it, nor its listed organizers have ever worked at or with CA or SCLE, nor does it have any relationship whatsoever with CA, SCLE, or me.

**I. Relationship between SCLE and Christopher Wylie**

6. In August of 2013, Christopher Wylie became a consultant to SCLE; Mr Wylie was retained as a Director of Research and one of his primary tasks was to interface with professors at Cambridge University on a project that promised to enhance data analysis regarding individuals’ preferences in commercial and political settings.
7. SCLE contracted with Global Science Research Limited (“GSR”) to license certain data that they had collected from Facebook users. Such licensing was agreed subject to clear assurances that Dr Aleksandr Kogan (Founder and CEO of GSR) had properly obtained the data that he had collected and that he (and GSR) had the right to provide it to SCLE. SCLE relied upon these written contractual commitments (see Ex. 1 (GSR Contract dated 4-6-14).
8. Mr Wylie was GSR’s primary contact at SCLE. He was responsible for managing the relationship between SCLE and Dr Kogan, and SCLE relied on him to ensure the proper conduct and execution of the contract.
9. As a condition of his consultancy engagement with SCLE, on 1<sup>st</sup> January 2014 Mr Wylie entered into a standard Non-Disclosure Agreement that included clauses prohibiting him from taking or using any confidential information from SCLE, including its intellectual property, client lists, and business documents together with soliciting employees and targeting SCLE’s clients.
10. I have subsequently learned that, whilst he was still at SCLE, Mr Wylie started to discuss with other employees setting up his own company – he was quoted as saying

- that: “he wanted to replicate CA without [Alexander] Nix” and to “create the NSA’s wet dream”. In the summer of 2014, he set up Arg.us, and developed a pitch which he took to Silicon Valley to raise \$15m-\$20m for a 20% stake.
11. According to newspaper reports he was agnostic about where the money came from and he even courted Russians, stating that he found the idea of working for a “crazy evil Russian” quite intriguing. One San Francisco–based investor who spoke to Mr Wylie about his startup in January 2014, but declined to invest, showed BuzzFeed News an email that he received about the startup. That note reportedly claimed Mr Wylie’s technology had been tested on political clients and could profile someone’s real-world personality and motivations based on what they did online.
  12. Mr Wylie breached the terms of the NDA with SCLE: in mid-2015 SCLE became aware of the fact that he had created a new company, Eunoia Limited, which was established to deliver similar or exactly the same services as SCLE/CA. Moreover, according to Dr Kogan’s written evidence submitted to the UK Parliamentary Select Committee, Mr Wylie had obtained from GSR the same data-sets that SCLE had licensed, and in addition he obtained approximately 96% more data from the same source. See Written-evidence-Aleksandr-Kogan, *available at* <https://www.parliament.uk/documents/commons-committees/culture-media-and-sport/Written-evidence-Aleksandr-Kogan.pdf>

“For clarity, there is a substantial difference between the data SCL and Mr Wylie’s company were provided. SCL was never given, at least by GSR, access to the raw Facebook data containing all of the Likes. SCL received only demographic information (if available, name, birth date, location (city and state), gender) and personality predictions and, later in 2015, the limited set of 500 page likes specified in 2015, representing 4% of the overall Likes. This is in contrast with the contract with Mr. Wylie’s entity Eunoia, where Eunoia received all of the page like data as well as dyads.”
  13. Mr Wylie further violated the NDA when he sought to offer his services in direct competition to SCLE/CA, including to the Trump campaign in or around the summer of 2015, and apparently continued to use SCLE/CA’s intellectual property.
  14. After an exchange of legal correspondence, Mr Wylie entered into a written agreement pursuant to which he promised to destroy any data or intellectual property improperly taken from SCLE/CA and not to use any SCLE/CA customer lists, intellectual property, and marketing material.
  15. It is my understanding that this exchange of correspondence and the ensuing agreement that was entered into on 10<sup>th</sup> August 2015 effectively bankrupted Mr Wylie’s business, which fell dormant shortly thereafter and was subsequently struck off the company register.

16. In late 2015, SCLE was contacted by Facebook regarding the data provided by GSR (under licence agreements entered into on 4<sup>th</sup> June 2014 and 28<sup>th</sup> January 2015). SCLE/CA agreed to delete all the questionable data and did so, certifying to Facebook that this data had been deleted. SCLE/CA also took legal action against Dr Kogan and GSR for licencing to SCLE data that had been obtained in breach both of Facebook's terms and conditions and the licence agreement that SCLE/CA had signed with GSR.
17. To the best of my knowledge the documents given to the press relating to CA/SCLE's work in 2014 were made public by Mr Wylie, and perhaps his associates in the ill-fated Eunoia as part of a vendetta against SCLE/CA. Upon terminating his employment with SCLE, Mr Wylie had certified that he had destroyed or returned all copies of any such documents; it now appears that certification was false.
18. Mr Wylie did not work for or with SCLE or CA after July 2014, nor did he have any contact with me or CA's business activities, other than in the course of our efforts to make him cease and desist from violating his written agreements and engaging in unlawful acts to the detriment of SCLE/CA.
19. Mr Wylie did not have direct access to any data or work performed by, SCLE/CA after July 2014. I can think of no reason for him to have any direct knowledge of SCLE/CA's business in 2015, 2016, 2017, or 2018. His many statements to the contrary are simply false.
20. On 19<sup>th</sup> March 2018 the UK media started publishing articles about SCLE/CA that were based on interviews and false information provided by Mr Wylie. These articles contained many allegations of illegal, improper or unethical activities undertaken by SCLE/CA that have since proven to have been false.
21. Examples of these false allegations include Mr Wylie's claim that SCLE/CA 'harvested' Facebook data on 87 million people. It has since been proven that SCLE/CA did not collect any data on Facebook users, but rather that the data was collected by a company (GSR) run by an eminent Cambridge University academic, who then licensed a subset of the data that he collected to SCLE/CA. In fact, it was Mr Wylie himself who was the only person to receive the entire data set that was collected by GSR, which he then went on to try to commercialize through his company Eunoia Limited.
22. Mr. Wylie's other false allegations, which are not directly at issue in the proceedings before the FEC but which nonetheless reflect on his credibility more broadly, include the following:
  - For the last 18 months it has been alleged by certain parts of the media that SCLE/CA were involved in the BREXIT Campaign. These allegations gained global traction and were often accompanied with suggestions that our involvement was illegal. In May 2018 the UK Electoral Commission published the result of its 18-month enquiry

into BREXIT which confirmed it found no evidence (as we have maintained) that SCLE/CA was involved in the campaign.

“The Commission is satisfied that Leave.EU did not receive donations or paid-for services from Cambridge Analytica...the evidence shows that the relationship did not develop beyond initial scoping work and no contract was agreed between them. The Commission saw no evidence that Cambridge Analytica had any input into Leave.EU’s referendum campaign.” (See U.K. Electoral Commission, *Report on an Investigation in Respect of the Leave.EU Group Limited*, available at [https://www.electoralcommission.org.uk/\\_data/assets/pdf\\_file/0018/243009/Report-on-Investigation-Leave.EU.pdf](https://www.electoralcommission.org.uk/_data/assets/pdf_file/0018/243009/Report-on-Investigation-Leave.EU.pdf))

Mr Wylie is the original source of this false story, and indeed testified in front of the UK Parliamentary Select Committee’s inquiry into fake news on 27<sup>th</sup> March 2018 stating that:

“Cambridge Analytica played an absolutely pivotal role in BREXIT; that is really important for people to understand.”

What seems now to be the widely accepted narrative is in fact little more than a conspiracy theory. A conspiracy theory promoted by a jealous and resentful former contractor (see Ex).

- Mr Wylie also informed the media and the UK Parliamentary Select Committee that SCLE/CA used its data to perform “psychographics” on US voters on behalf of the Trump campaign. As I understand it, however, the data that we used for the Trump campaign came from the Republican National Committee (RNC) and not any of SCLE/CA’s own data sets, and we did not perform any “psychographics” for the Trump Campaign. These facts were corroborated by a statement from a representative of the Trump Campaign.
- Mr Wylie was also the source for numerous articles in the UK’s Guardian newspaper (picked up by other media and disseminated globally) alleging that SCLE and the Canadian company, Aggregate IQ (AIQ), are one and the same company. On 1 April 2018, the Guardian published a retraction and confirmed that the two entities are separate and independent of each other. AIQ’s CEO made it clear when he attended both the UK Parliamentary Select Committee and the Commons Privacy and Ethics Committee in Ottawa that AIQ is a separate and independent company that existed before SCLE/CA carried out any work with it.
- Mr Wylie has also suggested in the media and before the UK Parliamentary Select Committee that somehow SCLE/CA had become involved in Russian attempts to influence the 2016 US Presidential election. As part of an 18-month inquiry, The US House Intelligence Committee investigated this allegation and found no support for it.



- Mr Wylie alleged that SCLE/CA was responsible for producing and disseminating racially charged propaganda videos in support of the Presidential election campaign of Uhuru Kenyatta in Kenya. It has since been proven that SCLE/CA had no involvement with these videos, which were in fact produced and disseminated by the US digital-media agency Harris Media. This fact has since been acknowledged by the media and corroborated by a spokesperson for President Kenyatta’s campaign.
- Mr Wylie alleged that SCLE/CA was responsible for producing and disseminating racially charged propaganda videos in support of Goodluck Jonathan’s Presidential election campaign in Nigeria. This allegation has also been proven to be false, and it is now clear that these videos were not produced by SCLE/CA but were given to SCLE/CA and their consultants by their Nigerian clients with the instruction to disseminate them on the internet. An instruction that, as far as I know, was refused.
- Mr Wylie claimed that the death of a former colleague at SCLE, Dan Muresan, whilst working on a campaign in Kenya, was caused by deliberate poisoning and was connected to the fact that “politics in a lot of African countries, if a deal goes wrong, you can pay for it.” This tragic event was thoroughly investigated at the time by the police and by representatives from the Romanian Embassy (Dan was a Romanian national). It was concluded that Dan died from suffocating on his vomit after a heavy night’s drinking. There was nothing suspicious about his death.
- Julian Malins, QC<sup>1</sup>, addressed Dan’s death in his report as follows:
 

“His death was certainly unexpected, but I have found nothing in the circumstances to suggest that he was murdered. None of those closely involved at the time (the police and family and embassy staff) thought that he was murdered. The autopsy findings do not suggest murder. His death was in fact the kind of very sad event that can happen to a young man on a Saturday night, who has been drinking. To suggest to the world’s press that he was murdered was an irresponsible act, no doubt causing pain to his loved ones.”
- Mr Wylie also stated to the UK Parliamentary Select Committee that “The company (SCLE/CA) has data on British citizens” and “It would all be sensitive data”. It is a matter of fact that we do not hold any data on UK citizens. This fact will be proved in due course by an enquiry currently being undertaken by the UK’s Information Commissioner’s Office.

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<sup>1</sup> Julian Malins QC is a UK barrister-at-law and Queen’s Counsel. He and his team of legal professionals were brought in by the Board of Cambridge Analytica LLC to independently investigate the numerous allegations made by Christopher Wylie, and disseminated by the media. His mandate was to help the Board understand if management had acted improperly or illegally.



- Despite numerous further allegations of ethical misconduct and wrongdoing made by Mr Wylie and published in the media, in April 2018 Julian Malins QC published an independent report following a 7-week investigation into the CA's ethics and practices. This report concluded that the allegations against CA were simply not "borne out by the facts."

23. I trust that, in evaluating the current allegations, the FEC will give due weight to this pattern of material false statements by Mr. Wylie against SCLE/CA.

## **II. SCLE/CA's Engagements with Political Clients**

### **A. Generally**

24. I ran the business of both CA and SCLE, meaning I was in charge of budgets, hiring, marketing, and other overall business matters. That said, I did not personally engage in substantive work regarding the conduct of individual political campaigns for any of CA or SCLE's United States political clients.
25. In general, I would meet with potential clients and provide information about SCLE/CA's services and capabilities. After clients engaged SCLE/CA, I would periodically monitor the general status of the business relationship. As a matter of course, I had little to no knowledge of, or involvement in, the day-to-day management and operation of SCLE/CA's client engagements in the United States.
26. Because my role was limited to high-level management of the companies, I spent relatively little time in the United States and communicating with U.S.-based clients. For example, in 2014 I spent a total of only two weeks in the US between 1st July - 31st December (the main period of the 2014 midterm elections), largely undertaking business development. This travel agenda (including meetings) is well documented. In 2015/16 I only visited the Cruz campaign office on a single occasion during the 15-month campaign. This was for a brief, one-hour sales meeting. And in 2016 I did not visit the Trump campaign offices in San Antonio, Texas at any time (either during the election period or otherwise).
27. SCLE/CA was a vendor of information services to U.S. political clients. Specifically, it conducted public opinion research, performed data analyses, and provided tools to interpret data and formulate messaging concepts.
28. Fundamentally, SCLE/CA's role was to equip the client with data and information to enable informed decision-making, and then to execute and administer the decisions made by the client.
29. Consistent with FEC regulations, it was SCLE/CA's policy that if and to the extent the companies provided strategic advice to U.S. political clients or participated in any way in their organizational decision-making, only U.S. nationals could be involved in the provision of such services.

30. I never authorized, approved, or had knowledge of any engagement in which foreign nationals employed by SCLE/CA possessed or exercised authority over a U.S. political client's decisions concerning election-related operations, strategies, or disbursements.
31. Early in 2018, my colleague Mark Turnbull and I were lured into "undercover" meetings with purportedly Sri Lankan business people seeking services to assist with health and technology infrastructure programmes in Sri Lanka, but initially to engage in surveys and field work to understand public opinion and collect information relevant to the wide project.
32. Over the course of several meetings, the purported clients began raising very different requests than those which were discussed in the first meeting. In the final meeting the purported clients began asking about outrageous activities, including the use of "honey traps" against political figures using foreign women, other acts of possible entrapment against opposing candidates (such as offering 'sweetheart' deals on property) and other activities intended to expose corrupt political candidates.
33. Rather than terminate the conversation (and with it the promise of a contract for business), I humoured the purported client by addressing his questions about what could be done to discredit a politician. However, I specifically caveated my answers by saying:  
  
"The answers are hypothetical and that's really important. Please don't pay too much attention to what I am saying because I'm just giving you examples of what can be done...."
34. The above quote is taken from a selected transcript, provided to SCLE/CA by the news agency responsible for the undercover meetings. Crucially, the words in bold were excluded from the final edit that was aired on television.
35. While I deeply regret the error in judgement in making such inappropriate statements, I did so believing I was engaging in a foolish exercise in marketing hyperbole knowing that neither CA nor SCLE would ever engage in the activity the purported clients requested, and that neither I nor any of my colleagues would have any additional contact with the purported clients. I recognize now that my remarks unfortunately and inaccurately implied that Mark Turnbull and I possessed far greater knowledge about these "dark arts" than we actually had.
36. Further hyperbole can be seen in our boast that CA was responsible for the election of Donald Trump as President of the United States; that we coordinated and developed the messaging for both the President's campaign and the Super PAC "Make America Number 1." In truth, we engaged in no such coordination or message development, and neither Mr Turnbull nor I engaged in substantive work on behalf of any United States candidate or political committee during the 2016 election cycle.

37. To the best of my knowledge, Mr Turnbull never engaged in any election activity on behalf of any US candidate or PAC during his tenure with SCLE/CA. To the best of my knowledge he did not even travel to the US in 2016. Thus, I believe he had no personal knowledge of what occurred in any US campaign and was engaging in a flight of fancy in his various statements to the undercover reporters which implied the contrary.
38. Mr Nigel Oaks is a founder and CEO of SCL Group Limited. Between October 2012-23<sup>rd</sup> January 2018 SCL Group was a different entity and entirely independent of SCLE or CA. It had a different Board, different management, different employees, different offices in a different country and provided different services to different clients. SCL Group Limited was a defence contractor that serviced allied militaries with soft power solutions. As far as I know, Mr Oakes did not engage in any management role, fundraising, strategic guidance, or other similar services for any US campaign on behalf of SCLE or CA.
39. Dr. Alexander Tayler joined SCLE as a data scientist in January 2014 and was Chief Data Officer from August 2015 to April 2018. As far as I recall, he did not engage in any fundraising or strategic work on behalf of any US campaign during the period 2014 to 2018. Rather, Dr. Tayler was in charge of the technical work, servers, and data scientists.
40. CA was created to enter into the US markets, initially focusing on the political and issue advocacy work, but also with an ability to represent commercial interests in the US. By 2017 the majority of CA's work in the US was for commercial clients.

**B. 2014 Mid-Terms**

41. It is important to understand that over this period SCLE/CA was staffed by both US and non-US nationals. To the best of my knowledge, all of SCLE/CA's staff working on campaigns in the US in strategic or decision-making roles were US nationals, with non-US staff only working in support or functionary roles.
42. Our work during this time included research, data analysis and marketing support for campaigns. Also, during this period of time, I, together with SCLE/CA's then COO, on behalf of SCLE/CA, consistently sought out and relied upon the advice of area experts to ensure our efficient and proper operations in the U.S. Specifically, this advice centred on regulations prohibiting foreign nationals from donating funds, or actively participating in making any decisions on strategy or fundraising/expenditures in connection with any political campaign activity. We also received separate advice on the FEC's regulations on coordination. This advice on foreign nationals and coordination was incorporated into a special internal memorandum and shared with all staff involved in US political work. This advice was circulated initially in July 2014 and then again in September 2014, shortly before staff deployed to the US to assist campaigns.

43. The company, having reached a certain size, implemented compliance training for its employees and adopted a customary firewall policy for its work on political campaigns. This firewall policy was adopted by CA's then COO and was then signed by all employees and contractors in the Company that were involved, directly or indirectly, in any political work in the US in 2014.

**C. 2015-2016 Presidential Primaries**

44. **On 28<sup>th</sup> December 2014**, as we began to explore working on the US presidential primaries CA's then COO once again recirculated to all staff direction on foreign national involvement in U.S. elections. CA's then COO also shared our policies with the Cruz Presidential Primary campaign team as part of our exploratory conversations with them regarding the provision of services to the campaign. Even at this early stage in the discussions all parties were keen to ensure that the provision of all services by CA to the campaign were fully compliant with the FEC regulations.
45. **On the 24<sup>th</sup> March 2015**, CA adopted a firewall policy to specifically cover our work in support of the STC campaign. To the best of my knowledge, this policy was signed by all employees and contractors involved in the campaign and was updated as staff rotated or were replaced. Even though I was responsible for managing the business relationship and had no direct role in managing the work performed on the STC campaign, as a Board member of CA I was also advised to sign this policy and to be bound by its covenant.

**D. 2016 Presidential Election**

46. As I understand it, in the 2016 election cycle all substantive decision making regarding messaging, fundraising, and similar matters performed by CA was either performed by US citizens or green card holders, or supervised by such US citizens who had the discretion to accept, reject, or modify any such work. Moreover, all such work was presented to the various campaigns, with each campaign setting its own budget and target audience, determining its messaging, and making all final decisions regarding the use of CA generated data.
47. As already mentioned, I was not directly or indirectly involved in the operations or activities of the Trump campaign. I did not visit the campaign office in San Antonio, Texas and did not direct, manage, supervise or contribute to the work that was being undertaken on behalf of the campaign by CA employees and consultants.
48. I was also not directly or indirectly involved in the operations or activities of Make America Number 1 PAC; I did not direct, manage, supervise or contribute to the work that was being undertaken on behalf of the PAC by CA employees and consultants.

### **E. Anti-Coordination Policies and Practices**

49. As discussed above, during the 2014 election cycle SCLE/CA developed and implemented a firewall policy to ensure that, as a common vendor to various politically oriented clients, it remained in compliance with the FEC's prohibitions on coordination between federal candidates and organizations that make independent expenditures.
50. To the best of my knowledge, all SCLE and CA employees consistently adhered to the firewall policy.
51. To the best of my knowledge, no SCLE or CA employee has ever relied upon non-public information concerning one client's plans, projects, activities, or needs to inform services provided to another SCLE or CA client.
52. To the best of my knowledge, no SCLE or CA employee has ever shared non-public information concerning one client's plans, projects, activities, or needs with any other client of SCLE or CA or such client's agent.
53. I never authorized, approved, or had knowledge of conduct by any SCLE or CA employee that would constitute a violation of the companies' firewall policy.

### **III. Summary**

54. The overwhelming majority of newspaper articles that have been referenced as evidence in the complaints made to the Federal Election Commission concerning CA's involvement in elections in the US in 2014, 2015 and 2016 are based on false allegations made by Mr Wylie. These allegations, together with many other allegations concerning non-US work, are not borne out by the facts. Mr Wylie left the company in July 2014. After this date he had no access to our data, project plans, staffing records or other Company information.
55. SCLE/CA management worked diligently to ensure that we understood FEC regulations and complied with them.
56. To the best of my knowledge, all strategic roles undertaken on US campaigns between 2014-2016 were managed by US nationals. Non-US nationals only worked as functionaries, and all employees and consultants that worked on political campaigns in the US received unambiguous direction on the regulatory framework governing both the work they undertook and issues such as coordination. Furthermore, all employees and consultants that worked on political campaigns in the US were required to sign firewall policies confirming their understanding of the advice they had received.

57. Throughout all our political work conducted between 2014-2016 in the US, I always maintained my role as the president of, and chief marketing person at, SCLE/CA without participating materially in clients' decision-making process regarding message content, distribution, and strategy.
58. I followed the mandates of the firewall policy by not communicating any confidential information I may have learned about from one client to any other client or potential client. To be clear, information conveyed to me was for the purposes of billing or determining if additional services or staff resources were to be engaged, not for the purpose of engaging in strategic guidance.
59. To the best of my knowledge, all employees and consultants of CA & SCLE followed the same guidance and policies regarding the permissible work of foreign nationals in US political campaigns, and the guidance regarding the company firewall.
60. The documents I have supplied in support of this affidavit are only a small sample of the extensive paper-trail that documents our compliance with FEC regulations. Unfortunately, because Cambridge Analytica LLC is in Chapter 7 bankruptcy in the US, and SCLE Elections is in Administration in the UK we currently do not have access to our Company servers. This declaration is, therefore, of necessity based primarily on my recollection of events without the benefit of reviewing all my emails from the period of time in question. However, in due course if more information is required to further support our position this may become available.

Signed under penalty of perjury this 22<sup>nd</sup> day of June, 2018.



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Alexander Nix

# **Exhibit 1**

**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.

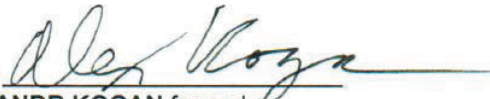
**22. Dispute Resolution**

- 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   
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 CB2 2PG

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:

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

## 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.

---

**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

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

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

**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.

**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.

**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.

**Exhibit B**  
**Affidavit of Molly Schweickert**



**BEFORE THE FEDERAL ELECTION COMMISSION****MURs 7350 & 7351**

I, Molly Schweickert, in accordance with the provisions of 28 U.S.C. §1746, make the following statement in support of the response of Make America Number 1 PAC to MURs 7350 & 7351; it is provided to the best of my recollection.

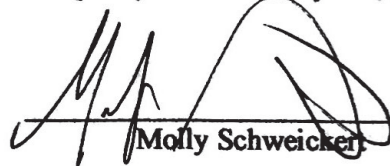
1. I was employed as the Head of Digital for Cambridge Analytica (“CA”) starting in November of 2015, and I immediately was assigned to manage the digital activity of Keep the Promise I, which was an Independent Expenditure committee that hired CA. Keep the Promise I subsequently changed its name to Make America Number 1 (“MAN 1”).
2. Prior to working for CA, I was the Digital Marketing Director for Scott Walker’s presidential campaign, after spending three years managing digital ad operations for a private company.
3. I am a United States Citizen.
4. I oversaw and managed all digital ads and messaging CA produced for MAN 1 until approximately June of 2016, at which time I took on other responsibilities for a campaign committee; thereafter, Mathew Atkinson and Emily Cornell, both United States Citizens, managed digital ads and other work performed by CA for MAN 1.
5. MAN 1 leadership, including Kellyanne Conway and Rebekah Mercer, would advise me of the plans, budgets, and activities that MAN 1 was planning to promote the candidacy of Senator Cruz. Often, other team members working on print ads, videos, radio buys, etc. would participate in formulating the action plan for messaging support for Senator Cruz or opposition to other candidates. In many instances, the CA assignment was to promote video made by other vendors through social media.
6. Working with the MAN 1 team, I would direct the CA data scientists to assist in formulating algorithms to help identify the target audience for the messaging. For example, if MAN 1 wanted to promote a message supporting Second Amendment rights prior to the South Carolina primary vote, we would give the data scientists the geographic range for the target messages and directions—such as search for NRA members, people

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who frequently voted in recent primaries, and registered republicans—in order for them to write the program to search the CA database for potential voters who met the criteria.

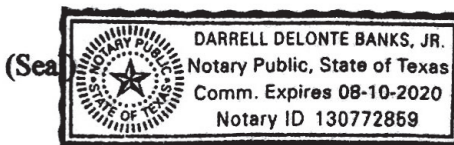
7. Once the data scientists produced a list, I would work with the team to determine the specific ads MAN 1 wanted to promote and the budget for each promotion.
8. Once MAN 1 leadership approved the proposed plan in terms of the target audience, the messages, the frequency of messages and proposed budget, for pushing out the approved message, I would cause the ads to be placed through Facebook, You Tube, Twitter, or other appropriate medium to the target audience.
9. I also monitored the distribution of the messages and reviewed the number of impressions, clicks and other data that allowed me to analyze the effectiveness of the messages in order to inform MAN 1, and to be able to most effectively manage the continuing need to approve messages, determine budgets, and maximize the effectiveness of the messaging activity.
10. In my role managing the digital ad services provided by CA to MAN 1, it was my responsibility to manage the process, to interface with MAN 1, and to make decisions on behalf of CA regarding the program.
11. My aforementioned work for CA and MAN 1 was not directed or controlled by non-US citizens. I was hired by Mr. Nix, the President of CA, and to the best of my knowledge a British citizen; however, he did not direct the content, method, or audience for our advertising work. Rather, he managed the company's various business and actively promoted business development.
12. Throughout my work with CA I was aware of a Fire Wall policy maintained by CA, and I adhered to that policy.

Dated: May 16, 2018

  
 Molly Schweicker

Subscribed and sworn to before me this 16th day of May, 2018

  
 Notary Public



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**Exhibit C**  
**Affidavit of Emily Cornell**



## BEFORE THE FEDERAL ELECTION COMMISSION

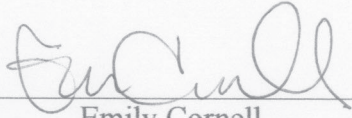
**MURs 7350 & 7351**

I, Emily Cornell, in accordance with the provisions of 28 U.S.C. §1746, make the following statement in support of the response of Make America Number 1 PAC to MURs 7350 & 7351; it is provided to the best of my recollection.

1. I was employed as the Senior Vice President for Cambridge Analytica (“CA”) starting in July of 2016; I immediately was assigned to manage the digital activity of Make America Number 1 (“MAN 1”), which was an Independent Expenditure committee that hired CA.
2. I left CA in March of 2017, to become the senior partner of a political consulting, media, and public affairs business.
3. Prior to working for CA, I was the Deputy Campaign Manager for Scott Walker’s presidential campaign, after spending approximately nine years managing political and issue advocacy work for various organizations.
4. I am a United States Citizen.
5. I oversaw and managed all digital ads and messaging CA produced for MAN 1 from July of 2016 through the end of the election cycle.
6. MAN 1 leadership—including for a few months David Bossie, and throughout the election cycle, Rebekah Mercer—would advise me of the plans, budgets, and activities that MAN 1 was planning to promote the candidacy of Mr. Trump. Often, other team members working on print ads, videos, radio buys, etc. would participate in formulating the action plan for messaging support for Mr. Trump, primarily through messages in opposition to Secretary Clinton.
7. For example, from the beginning of my work with CA, MAN 1, through Mr. Bossie, had determined to focus on Secretary Clinton, creating a special project named “Defeat Crooked Hillary”, which included an image of hand cuffs developed by Mr. Bossie for the MAN 1 ads.

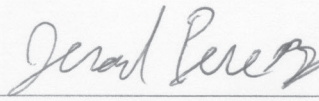
8. Working with the MAN 1 team, I would direct the CA data scientists to assist in formulating algorithms to help identify the target audience for the messaging. For example, if MAN 1 wanted to promote a message supporting Second Amendment rights in Wisconsin prior to the election we would give the data scientists the geographic range for the target messages and directions—such as search for NRA members, individuals who expressed support for NRA positions on social media, people who frequently voted in recent elections, registered republicans, and independents—for them to write the program to search the CA database for potential voters who met the criteria.
9. Once the data scientists produced a list, I would work with the team to determine the specific ads MAN 1 wanted to promote and the budget for each promotion. At all times the overall messaging was dictated by MAN 1 leadership and approved by me.
10. Once MAN 1 leadership approved the proposed plan for pushing out the approved message in terms of the target audience, the messages, the frequency of messages and proposed budget, I would cause the ads to be placed through Facebook, You Tube, Twitter, or appropriate other medium to the target audience.
11. I primarily worked out of the Cambridge offices in DC or Virginia, with a team of data scientists who were primarily US citizens.
12. I also monitored the distribution of the messages and reviewed the number of impressions, clicks and other data that allowed me to analyze the effectiveness of the messages to inform MAN 1, and to be able to most effectively manage the continuing need to approve messages, determine budgets, and maximize the effectiveness of the messaging activity.
13. In my role managing the digital ad services provided by CA to MAN 1, it was my responsibility to manage the process, to interface with MAN 1, and to make decisions on behalf of CA regarding the program.
14. My work for CA and MAN 1 was not directed or controlled by non-US citizens. Neither Mr. Nix, the President of CA, or Mr. Wheatland, the COO of CA, both to the best of my knowledge British citizens directed the content, method, or audience for our advertising work.
15. Throughout my work with CA, I was aware of a Fire Wall policy maintained by CA and I adhered to that policy.

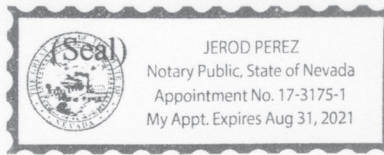
16. To my knowledge, the CA team working on the Trump campaign operated out of offices in Texas, we never shared work, ideas, budgets, or engaged in any activity violative of the published fire wall policy at CA.

  
\_\_\_\_\_  
Emily Cornell

Dated: June 12, 2018  
State of Nevada  
County of Clark

Subscribed and sworn to before me this 12 th day of June,  
2018

  
\_\_\_\_\_  
Notary Public



**Exhibit D**  
**Affidavit of Julian Wheatland**



**BEFORE THE FEDERAL ELECTION COMMISSION****MUR 7350 & 7351**

I, Julian Wheatland, in accordance with the provisions of 28 U.S.C. 1746, make the following statement in support of the response of Make American Number 1 PAC to MURs 7350 & 7351; it is provided to the best of my recollection:

1. I acted as Chief Operating Officer of Cambridge Analytica, LLC. I began working for Cambridge Analytica's affiliate, SCL Elections, beginning in February 2015.
2. I am a non-US national.
3. I was involved in the development of the business model, as well as managing day-to-day business operations for Cambridge Analytica. I was not involved in any strategic decisionmaking with respect to any of Cambridge Analytica's clients.
4. Although a portion of our employees, such as data scientists, salespeople, and administrative employees, were non-US nationals, all of our work in relation to elections was overseen by either United States citizens or permanent residents. At no point were non-US nationals in charge of any strategic or messaging decisionmaking on behalf of our federal election clients.
5. At no point during my tenure at Cambridge did Alexander Nix or Mark Turnbull work for any of our federal election clients. The only interaction either had with any of our federal election clients was that Mr. Nix, as chief executive officer, was involved in marketing services to our clients, as well as contracts and billing issues as such occurred. Mr. Turnbull was a

managing director of SCL Elections in 2016, he exclusively worked on matters in Europe and other jurisdictions outside of the United States.

6. In the 2016 Election, Cambridge provided services to numerous candidates, campaigns, and independent committees. Annexed is a sample of the firewall we established, which separates staff and limits both physical and electronic access to data, depending on which side of a firewall an employee or board member sits. Where relevant, prior to engaging any client, we informed them of the existence of the firewall and how it will affect our handling of their data.

7. Cambridge was first retained by the PAC in its former incarnation as Keep the Promise I. Cambridge provided data analytic services to assist the PAC with targeting of communications.

8. When the PAC transitioned to support President Trump, we continued to provide data analytic services to the PAC. Additionally, we began providing additional management services to ensure that strategy and messaging was successful. Each service provided for the PAC was properly invoiced and itemized; the costs we charged were commensurate with standard market payment. All strategic and messaging decisions were overseen by US citizens or greencard holders.

9. Cambridge first began providing data management services to the Trump campaign on August 18, 2016. Prior to that time, we had performed no work for the Trump campaign. The contract with the Trump campaign, like the contract with the PAC, was negotiated at arms-length and represented reasonable market rate compensation for the services provided.

10. Upon receiving the request from the Trump campaign, we informed them of the existence of the firewall policy and worked to ensure that it was properly implemented. We separated the PAC team from the campaign team, ensured that no communications concerning the matters between the two occurred, and did not permit mutual access to campaign files. The campaign

team worked out of offices in San Antonio, Texas, while the PAC team, worked from offices in Washington D.C. or Alexandria, VA.

11. At no point did we provide services jointly to the campaign and the PAC. We did not permit the sharing of any private campaign strategy or information with the PAC.

12. At no time during the time I worked for SCL Elections or with Cambridge Analytica was Christopher Wylie involved with the company. My only knowledge of Mr. Wylie and his relationship with the company was due to the threatened litigation over his misuse of confidential corporate information for his competing business, Eunoia.

Dated: June 8, 2018

  
\_\_\_\_\_  
Julian Wheatland

Subscribed and sworn to before me this 8th day of June,  
2018

  
\_\_\_\_\_  
Notary Public

NOTARY PUBLIC, STATE OF NEW YORK  
(Seal) EVAN J. PREMINGER  
NO. 02PR8335025  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES 12/28/2019

**Exhibit E**  
**Affidavit of Mark Turnbull**



**BEFORE THE FEDERAL ELECTION COMMISSION****MURs 7350 & 7351**

I, Mark Turnbull, in accordance with the provisions of 28 U.S.C. §1746, make the following statement in support of the response of Make America Number 1 PAC to MURs 7350 & 7351; it is provided to the best of my recollection.

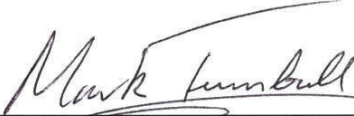
1. I make this sworn affidavit, in relation to the above-stated complaints, namely Matter Under Investigation (“MUR”) reference 7351 where I am named as a Respondent, but also MUR 7350 where I understand that, notwithstanding my not being named as a Respondent, I am nonetheless quoted heavily.
2. I became a Managing Director of SCL Elections (“SCL”) in May of 2016; my responsibilities were exclusively focused on SCL activities in Europe and other jurisdictions outside of the United States.
3. I did not manage, direct, or otherwise work on any US election activity on behalf of Cambridge Analytica LLC or Make America Number 1 during the 2016 election cycle or thereafter.
4. I do not know Mr. Christopher Wiley, I did not work with him, and I have not ever discussed my work for SCL with him.
5. I was recorded by undercover reporters who were posing as prospective clients for Cambridge Analytica LLC and SCL. The reporters attempted to entrap me and Mr. Alexander Nix by asking us to engage in outrageous and illegal practices with regard to political activity in Sri Lanka. The reporter (‘potential client’) had described a hypothetical scenario in Sri Lanka, to which I was responding; the context of the conversation had nothing whatsoever to do with the Trump election.
6. I made statements during those meetings that went from simple puffery in trying to sign a new client, to outright fabrications as the reporter’s requests became more outrageous.
7. I made numerous statements regarding the activities of Cambridge Analytica LLC that overstated the impact of the organization during the election. These statements exceeded my personal knowledge of the interaction between Cambridge Analytica LLC and its clients and were inaccurate.

8. I did not engage in, nor do I have knowledge that others at Cambridge Analytica LLC engaged in, illegal coordination between federal campaigns and federal super PACs.
9. I did not create, or know about the creation, of “proxy organizations” to discreetly feed negative material about opposition candidates, as alleged in paragraphs 18 to 20 of MUR 7351
10. I did not create the Defeat Crooked Hillary attack ads for Make America Number 1; I have no personal knowledge regarding the origin of those ads. (See MUR 7350, paragraphs 19-21).

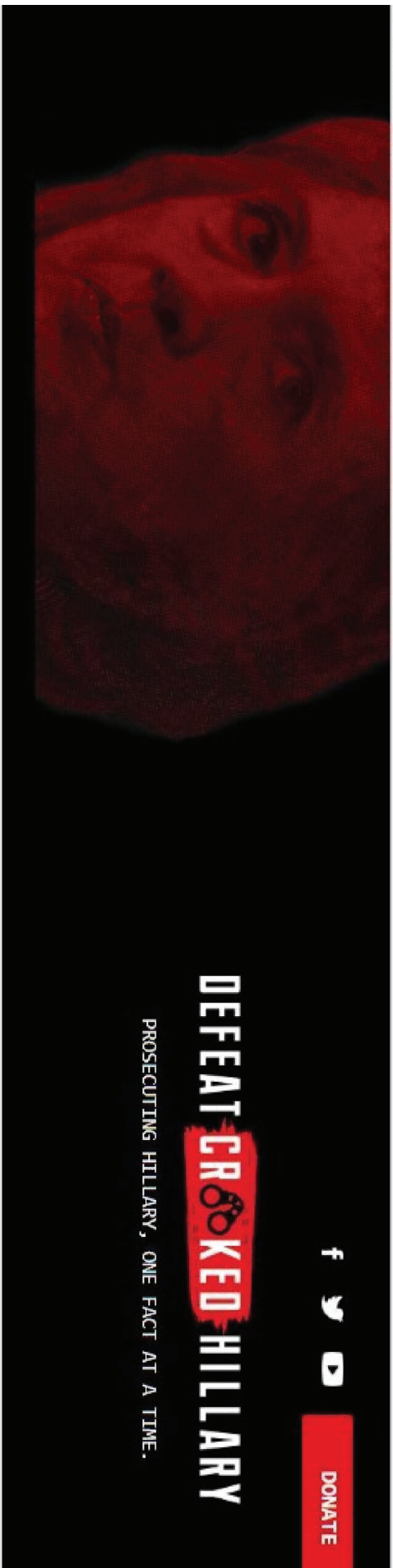
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

13/6/18

Dated:

  
\_\_\_\_\_  
Mark Turnbull

**Exhibit F**  
**Screen Capture of Defeat Crooked Hillary Home Page**



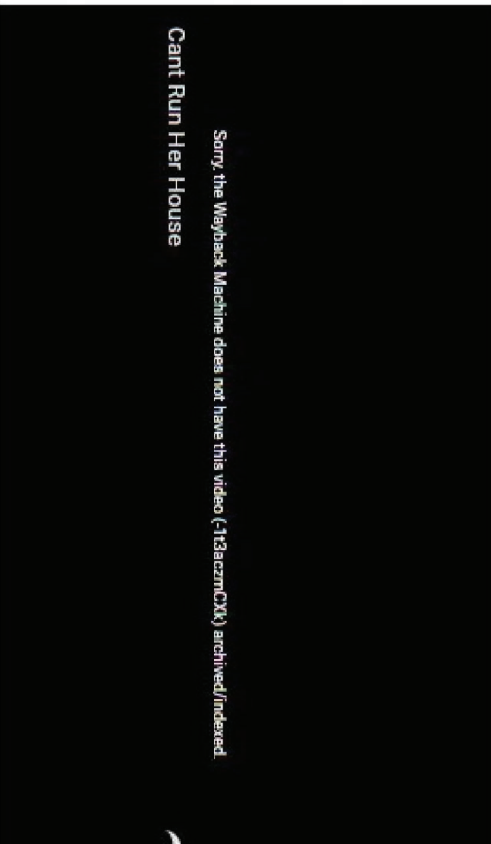
Hillary Clinton is the single most dishonest, corrupt, crooked person ever to run for President of the United States.

The shady dealings between Hillary Clinton's State Department and the Clinton Foundation expose dangerous conflicts between the financial interests of the Clinton Foundation and the security interests of America.

Her recklessness, her extreme carelessness, her deceitfulness and her disregard for the rule of law in storing her official email as Secretary of State on an insecure, personal email server has jeopardized the safety and security of all Americans. These wanton actions disqualify her from being Commander in Chief.

Americans must come together to fight the Clinton Machine, to restore dignity and prosperity to America.

The presidential ambitions of Crooked Hillary Clinton must fail. Please help us defeat her.



- [HOME](#)
- [DONATE](#)
- [STRATEGY](#)
- [VIDEOS](#)
- [PRESS](#)

Paid for by Make America Number 1. Not authorized by any Candidate or Candidate's Committee  
[www.makeamericanumber1.com](http://www.makeamericanumber1.com)



**Exhibit G**  
**Certificate of Incorporation for Cambridge Analytica LTD**

## File Copy



# CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9154503**

The Registrar of Companies for England and Wales, hereby certifies that

**CAMBRIDGE ANALYTICA LTD**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **30th July 2014**



\*N09154503E\*

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01(ef)****Application to register a company***Received for filing in Electronic Format on the: 30/07/2014*

X3D6VKSR

*Company Name  
in full:* **CAMBRIDGE ANALYTICA LTD**

*Company Type:* **Private limited by shares**

*Situation of Registered  
Office:* **England and Wales**

*Proposed Register  
Office Address:* **145-157 ST JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PW**

*I wish to entirely adopt the following model articles:* **Private (Ltd by Shares)**

*Company Director* 1

*Type:* **Person**  
*Full forename(s):* DR ALASTAIR CARMICHAEL

*Surname:* MACWILLSON

*Former names:*

*Service Address:* 145-157 ST JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PW

*Country/State Usually Resident:* UNITED KINGDOM

*Date of Birth:* 02/02/1953      *Nationality:* BRITISH  
*Occupation:* CONSULTANT

*Consented to Act:* Y      *Date authorised:* 30/07/2014      *Authenticated:* YES

---



*Company Director* 2

*Type:* **Person**  
*Full forename(s):* MRS ANNE MELANIE

*Surname:* MACWILLSON

*Former names:*

*Service Address:* 145-157 ST JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PW

*Country/State Usually Resident:* UNITED KINGDOM

*Date of Birth:* 03/08/1956                      *Nationality:* BRITISH  
*Occupation:* SECRETARY

*Consented to Act:* Y                      *Date authorised:* 30/07/2014                      *Authenticated:* YES

## Statement of Capital (Share Capital)

---

<b>Class of shares</b>	<b>ORD</b>	<i>Number allotted</i>	<b>110</b>
		<i>Aggregate nominal value</i>	<b>110</b>
<i>Currency</i>	<b>GBP</b>	<i>Amount paid per share</i>	<b>1</b>
		<i>Amount unpaid per share</i>	<b>0</b>

*Prescribed particulars*

ONE SHARE EQUALS ONE VOTE, EACH HAVING RIGHTS TO DIVIDENDS. SO LONG AS THERE ARE NO RIGHTS ATTACHED TO SHARES ON WINDING-UP ETC OR REDEMPTION RIGHTS.

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## Statement of Capital (Totals)

---

<i>Currency</i>	<b>GBP</b>	<i>Total number of shares</i>	<b>110</b>
		<i>Total aggregate nominal value</i>	<b>110</b>

## Initial Shareholdings

---

*Name:* ALASTAIR CARMICHAEL  
MACWILLSON

*Address:* 145-157 ST JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PW

*Class of share:* ORD

*Number of shares:* 100

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* ANNE MELANIE MACWILLSON

*Address:* 145-157 ST JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PW

*Class of share:* ORD

*Number of shares:* 10

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

## Statement of Compliance

---

*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*memorandum delivered by an agent for the subscriber(s):* Yes

*Agent's Name:* COMPANIES MADE SIMPLE LTD

*Agent's Address:* 145 - 157 ST. JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PY

---

## *Authorisation*

*Authoriser Designation:* agent

*Authenticated:* Yes

*Agent's Name:* COMPANIES MADE SIMPLE LTD

*Agent's Address:* 145 - 157 ST. JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PY

---



# Companies Act 2006

## SCHEDULE 1 COMPANY HAVING A SHARE CAPITAL Memorandum of Association of CAMBRIDGE ANALYTICA LTD

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share each.

Subscriber:

---

Alastair Carmichael MacWillson

Authentication: Authenticated Electronically

Subscriber:

---

Anne Melanie MacWillson

Authentication: Authenticated Electronically

Dated: 30 Jul 2014