



INTERNATIONAL SQUARE
1825 EYE STREET, NW, SUITE 900
WASHINGTON, DC 20006
TELEPHONE: 202-457-0160
FACSIMILE: 844-670-6009
<http://www.dickinsonwright.com>

CHARLIE SPIES
CSpies@dickinsonwright.com
202.466.5964

December 7, 2021

Federal Election Commission
Office of Complaint Examination
& Legal Administration
Attn: Roy Q. Lockett
1050 First Street NE
Washington, DC 20463

VIA EMAIL: cela@fec.gov.

Re: MUR 7938 Response for Eric Greitens, Greitens for US Senate, and Greitens for Missouri

We represent Governor Eric Greitens, Greitens for US Senate (“GFS”), Greitens for Missouri (“GFM”), and Jack Neyens in his capacity as Treasurer for GFS and GFM (collectively “the Respondents”) in this matter. The Complainant claims the Respondents violated the Federal Election Campaign Act of 1971, as amended (“FECA”) in two ways: (1) that Greitens and GFM illegally spent more than \$100,000 for “start-up expenses” for Greitens’ Senate campaign; and (2) that GFM made, and GFS received, an illegal and unreported contribution for the use of the domain name www.ericgreitens.com.

Commission precedent is consistent—the Commission may find “reason to believe” only if a complaint sets forth sufficient specific facts, which, if proven true would constitute a violation of FECA and/or Commission regulations.¹ However, a complaint may be dismissed if the complaint is refuted with sufficiently compelling evidence provided in the response.² This complaint is one of many submitted by professional complaint filers that fails to meet its burden of proof, as it relies on rumors, speculative musings of outside political operatives, and premature conclusions. The objective and factual evidence in this matter show that the Respondents have fully complied with all applicable federal campaign finance laws, and therefore, we ask that the Commission find no reason to believe and close the file.

¹ Statement of Reasons of Commissioners David M. Mason, Karl J. Sandstrom, Bradley A. Smith, and Scott E. Thomas at 1, MUR 4960 (Clinton for U.S. Exploratory Committee).

² *Id.*; see also Statement of Reasons of Chairman Matthew S. Petersen, Caroline C. Hunter, and Lee E. Goodman at 7, n. 29, MURs 6470, 6482, 6484 (Romney, et al.) (“As a general evidentiary matter, we decline to open investigations based solely upon hearsay reports or editorial characterizations contained in press articles, particularly where, as here, the speculation is rebutted by record evidence.”)

I. FACTUAL BACKGROUND

Eric Greitens is the former Governor of Missouri and the Republican frontrunner for Missouri's United States Senate race. Greitens for Missouri ("GFM") is the official campaign committee for Greitens' former gubernatorial campaign. GFM is registered with and reports to the Missouri Ethics Commission (MEC). Greitens for US Senate ("GFS") is the official campaign committee for Greitens' Senate race. GFS is registered with and reports to the Federal Election Commission ("FEC" or "the Commission"). Campaign Legal Center ("CLC") is the Complainant in this, and many other matters, before the Commission. While CLC purports to be as being committed to "democracy, not to political parties or electoral results,"³ CLC is largely funded by partisan activists, including George Soros, whose primary goal is to limit the First Amendment rights of individuals and organizations with differing opinions.⁴

Our Response is simple—GFM did not—and has never—pay for any activities associated with Governor Greitens' Senate campaign. Any payments made by GFM were directly related to GFM activities and made in full compliance with Missouri law. While the Complainant attempts to create a fantasy of the Respondents deliberately evading FECA and Commission regulations by using GFM as a shadow committee for Governor Greitens' Senate activities, the Complainant provides zero evidence beyond its own, and their ideological allies', speculation as to the Respondents' intentions. Additionally, the Complainant deliberately omits material information and fails to provide context that is critical in deciding this matter. In order to provide a complete understanding of the claims at issue, we address each accusation in order of how the Complainant presents them and provide the facts behind each accusation.

Accusation #1: After Governor Greitens' resignation as Governor, Greitens for Missouri continued reporting "campaign worker compensation" to two longtime campaign staffers, along with disbursements for legal fees and other expenses.⁵

The Facts: From 2018 until February 2020, Governor Greitens and GFM were the targets of an extensive, aggressive, and very public investigation by the MEC for activities in the 2016 election cycle. As a result, GFM hired legal counsel, as well as retained crisis communications staff, to assist with the MEC investigation. Because GFM was under investigation with the MEC, GFM remained an open and active committee in Missouri. All payments by GFM in relation to the MEC investigation were made in full compliance with Missouri law.

³ About CLC, Campaign Legal Center (last accessed Nov. 22, 2021), *available at* <https://campaignlegal.org/about>.

⁴ Individual and Institutional Donors, Campaign Legal Center (last accessed Nov. 22, 2021), *available at* <https://campaignlegal.org/about/support/individual-donations> (listing as one of its donors Open Society Foundations); see also Who We Are, Open Society Foundations (last accessed November 22, 2021), *available at* <https://www.opensocietyfoundations.org/who-we-are> (listed George Soros as its Founder).

⁵ Compl. at ¶¶ 7-9.

Accusation #2: On April 2, 2020, *The Associated Press* “reported” that Governor Greitens could be a candidate for U.S. Senate in 2022 if incumbent Republican Roy Blunt retires, citing Governor Greitens’ recent interviews, increased activity on social media, and political commentary.⁶

The Facts: The timing of this article, and Governor Greitens increased media presence, coincides with the MEC declaring the investigation produced no evidence of wrongdoing by the Governor. Feeling vindicated by the MEC’s determination, Governor Greitens resumed his regular appearances on national TV and increased his presence on social media to publicize the MEC’s findings and work towards rebuilding his professional and personal reputation that was tarnished by the MEC investigation. Any uptick in public activities by the Governor at this time was not due to any potential federal or state candidacy.

Any speculation regarding the Governor’s future intentions was just that—speculation. As *The Associated Press* article plainly stated, local media *suggested* that the Governor *could* be a candidate for U.S. Senate in 2022 *if* incumbent Republican Roy Blunt retires. Additionally, while the article cites to the conclusions of St. Louis University political scientist Ken Warren, who opined that the Governor was “clearly testing the waters,” Prof. Warren’s speculation was not rooted in any first-hand information received by him regarding the Governor’s intentions at the time the article was written.

Accusation #3: In May 2020, www.ericgreitens.com was updated. It included the disclaimer “Greitens for Missouri.”⁷

The Facts: The domain name was purchased by the Governor in 2007.⁸ When the Governor launched his gubernatorial campaign in 2016, he entered into a licensing agreement with GFM, which authorized GFM to make additions and modifications to the website for GFM-related purposes. However, Governor Greitens retained ownership of the website. In 2020, GFM made payments to digital vendors assist in relaunching the website. The relaunch coincided with the publication of the MEC’s findings in the investigation of Governor Greitens and GFM.

Accusation #4: From May 2020 until October 2020, GFM paid several vendors for web services, media services, digital media services, public relations, and advertising.⁹

The Facts: All payments during this time period were in relation to publicizing the results of the MEC investigation into Governor Greitens. All payments made by GFM were made in full compliance with Missouri law, and none of the payments listed in the Complaint were made in reference to or support of any future campaign. Samples of such invoices are attached as Exhibits A and B.

⁶ *Id.* at ¶ 10

⁷ *Id.* at ¶ 11.

⁸ A copy of purchase confirmation will be provided upon request.

⁹ *Id.* at ¶ 12-13.

Accusation #5: On November 6, 2020, political analyst David Drebes stated that there were “rumors” about Greitens trying to make a comeback and that the Governor has “done nothing to tamp that suspicion.”¹⁰

The Facts: The Governor had no plans at that time to run for federal office. Mr. Drebes’ thoughts regarding the Governor’s likelihood of running for United States Senate were nothing more than the musings of a political analyst. Like Accusation #2, David Drebes did not possess, nor was in possession of, any first-hand information regarding the Governor’s intentions of running for office.

Accusation #6: Greitens for Missouri reported a \$47,222 payment to Push Digital LLC on November 20, 2020 for “digital media.” This disbursement did not correspond to any publically-available digital ads attributed to GFM.¹¹

The Facts: This payment was paid on November due to an internal dispute between the parties regarding services rendered in the spring and summer of 2020. Push Digital’s work for GFM was related to GFM’s ongoing efforts to publicize the MEC’s investigative findings. A copy of the invoice is attached as Exhibit A. This invoice, like the many invoices discussed in this Response, was paid in full compliance with Missouri law.

Accusation #7: Greitens for Missouri reported two payments to The Octavian Group LLC for “strategic planning.”¹²

The Facts: On or around December of 2020, the Governor began exploring the possibility of a potential gubernatorial candidacy for the 2024 election cycle. As a result, GFM made several payments, including payments to The Octavian Group LLC, for “strategic planning” to weigh Greitens’ options. The Governor was not weighing a potential Senate candidacy at this time.

Accusation #8: In a March 2 interview, the Governor responded to a question about a potential U.S. Senate candidacy, stating that he was “evaluating right now what [the Governor will] be doing this year.”¹³

The Facts: As previously stated, the Governor was weighing several options at the time of this interview, including a potential run for Governor in 2024. It was not until after incumbent Senator Roy Blunt announced his retirement that Greitens made the decision to run for Senate. With that being said, Greitens did not legally trigger candidacy under FECA or Commission regulations until after March 23, 2021, when GFS received an in-kind contribution from Governor Greitens for the value of the website www.ericgreitens.com (discussion below).

¹⁰ *Id.* at ¶ 14.

¹¹ *Id.* at ¶ 15.

¹² *Id.* at ¶ 16-17.

¹³ *Id.* at ¶ 18.

Accusation #9: On March 10, 2021, GFM paid Driver 8 Media LLC \$7,500 for “media services.”¹⁴

The Facts: This invoice was paid late as a result of a miscommunication between the vendor, Driver 8 Media, and GFM. This payment was related to investigation related media bookings in 2020 unrelated to Governor Greitens’ Senate campaign. A copy of the invoice is attached as Exhibit B. This invoice was paid in full compliance with Missouri law.

Accusation #10: On or around March 22, 2021, the disclaimer on Greitens’ website was changed to read “Paid for by Greitens for US Senate.” This payment was disclosed as an \$18,000 in-kind contribution from Governor Greitens.¹⁵

The Facts: As previously discussed, Governor Greitens personally purchased the domain www.ericgreitens.com in 2007. When he launched his gubernatorial campaign, Governor Greitens allowed GFM to use the domain name for campaign-related purposes pursuant to a licensing agreement. Under the licensing agreement, GFM could modify and update the website for campaign purposes. However, the licensing agreement allowed Governor Greitens to retain his ownership of the domain name. When Governor Greitens decided to run for U.S. Senate, the Governor ended his licensing agreement with GFM, and entered into a new licensing agreement with GFS. A copy of the GFS agreement is attached as Exhibit C. The website was then promptly and accurately reported as in-kind contribution by Governor Greitens to GFS valued at \$18,000¹⁶ on GFS’s April Quarterly report with the Commission.¹⁷

II. LEGAL ANALYSIS

Based on the Complainant’s version of selectively presented information, the Complainant alleges that the Respondents violated FECA and Commission regulations through: (1) GFM making, and GFS accepting, an illegal and unreported contribution; and (2) Governor Greitens unlawfully using GFM to finance “testing the waters” activities, and GFS failing to report those contributions as testing-the-waters activity. A review of the facts above in conjunction with Commission precedent show that the Respondents did not violate any law, let alone FECA and Commission regulations. We explain our reasoning below.

A. GFM DID NOT MAKE, AND GFS DID NOT RECEIVE, AN ILLEGAL AND UNREPORTED CONTRIBUTION.

A contribution is a gift, subscription, loan, or anything of value to influence a federal election.¹⁸ In-kind contributions are non-monetary items of value, such as goods or services, that are offered for free or at less than the usual charge.¹⁹ Goods, such as facilities, equipment, supplies or mailing lists, are valued at the price the item or facility would cost if purchased or

¹⁴ *Id.* at ¶ 19.

¹⁵ *Id.* at ¶ 21-22.

¹⁶ An independent third party valued the domain name at \$18,000.

¹⁷ Greitens for US Senate, 2021 April Quarterly Report, FEC Form 3X at 11-12 (filed Apr. 15, 2021).

¹⁸ 11 C.F.R. §§ 100.52(a); 100.54

¹⁹ 11 C.F.R. § 100.111

rented at the time the contribution was made. All political committees are responsible for disclosing the identification of each individual who makes a contribution if the contribution exceeds \$200.²⁰

The Complainant's assertion that GFM made, and GFS received, an illegal and unreported contribution is false. First, the Complainant's allegation relies on the inaccurate premise that GFM was the owner of the website. As the above facts explain, the owner of the domain name has always been Governor Greitens. While GFM was allowed to modify and update the website for GFM purposes pursuant to the GFM licensing agreement, GFM never obtained ownership over the domain name. The domain name is owned by, and has always been owned by, Governor Greitens. Thus, the contribution was accurately reported as an in-kind contribution from Governor Greitens as the rightful owner of the domain. Second, stating that the in-kind contribution was unreported is blatantly false, since as the Complainant acknowledged, the in-kind contribution was disclosed on GFS's April Quarterly Report.²¹ Third, contrary to the Complainant's beliefs, GFM modified the website not for a pending Senate campaign, but to republish the MEC's findings, which GFM was allowed to do pursuant to Missouri law. Given the inaccuracy of the Complainant's allegations on this matter, we ask the Commission to find no reason to believe on this count.

B. GREITENS DID NOT USE GFM TO ENGAGE IN FEDERAL CAMPAIGN ACTIVITIES.

Under the Act, an individual is legally considered a candidate for federal office when such individual has received contributions aggregating in excess of \$5,000 or has made expenditures aggregating in excess of \$5,000 or has given his or her consent to another person to receive contributions or make expenditures on behalf of such individual in excess of \$5,000 or has made such expenditures aggregating in excess of \$5,000.²² Commission regulations exempt from the definitions of "contribution" and "expenditure" funds received and payments made by an individual solely to determine whether the individual should become a candidate.²³ This exemption enables an individual to raise and spend money to "test the waters" of a potential campaign without becoming a candidate under the Act.²⁴ An individual who is testing the waters does not need to register or file disclosure reports with the Commission unless and until the

²⁰ 11 C.F.R. § 104.8.

²¹ Greitens for US Senate, 2021 April Quarterly Report, FEC Form 3X at 11-12 (filed Apr. 15, 2021). Separately, as the Internet evolved into a prominent forum for engaging in campaign-related activities, candidates and their authorized campaign committees have had the difficult task of navigating limited campaign finance laws regarding Internet activities. Campaigns have regularly used the websites and/or social media accounts of their candidates to promote campaign-related activities. In order to use these platforms in accordance with existing campaign finance laws, campaigns regularly enter into licensing agreements with candidates that will allow the campaigns to use the platform for campaign activities. The Commission has provided no guidance on licensing agreements.

²² 52 U.S.C. § 30101(2).

²³ See 11 C.F.R. §§ 100.72(a), 100.131(a).

²⁴ See, e.g., Advisory Opinion 1981-32 (Askew) at 4.

individual becomes a candidate.²⁵ However, funds raised and spent for testing-the-waters activities are subject to the Act's amount limitations and source prohibitions.²⁶

Of importance here is that the Commission has made clear that not everything that an individual does while contemplating a potential candidacy is necessarily "testing the waters." In prior testing-the-waters matters, "the Commission's focus [has been] on whether a particular payment is made *solely* for the purpose of determining whether an individual should become a candidate."²⁷ For example, when payments are made for activities unrelated to any campaign, such as travel to political events or public speaking engagements, the Commission has not found such activity to be "testing the waters" activity.²⁸ The Commission has also dismissed matters where the primary evidence was references of a possible candidacy by an individual in "incidental remarks" or "response[s] to questions," by themselves, will not convert the activities to testing-the-waters activities, or even candidacy activities.²⁹ These matters show that when considering testing-the-waters activities, the Complainant needs to show objective and factual evidence to show a subjective intent by an individual that an activity occurred for the purpose of determining the viability of a candidacy.³⁰

There is zero evidence provided by Complainant showing that GFM spent any funds for federal campaign purposes. As the facts explain, all payments made by GFM were related to publishing the results of the MEC's investigation (well within the confines on GFM activity), and no payments correlated to any federal election. What remains are statements and speculations. Regardless of who is saying it, statements about a potential candidacy, by itself, are not enough to legally consider an individual a federal candidate. Additionally, the Commission has never claimed as true unwarranted legal conclusions based on mere speculation.³¹ While political commentators have every right to express their theories on

²⁵ 11 C.F.R. §§ 100.72(a), 100.131(a).

²⁶ 11 C.F.R. §§ 100.72(a), 100.131(a); *see also* Factual & Legal Analysis at 3, MUR 6533 (Haney, et al.) (testing-the-waters funds apply to the Act's \$5,000 candidacy threshold once an individual decides to become a candidate); Factual & Legal Analysis at 5, MUR 6449 (Bruning, et al.) (same); *see also* Advisory Opinion 2015-09 at 5 (Senate Maj. PAC, et al.) (concluding that "[i]f an individual becomes a candidate, payments that were made for testing-the-waters must have been made with 'funds permissible under the Act'").

²⁷ Statement of Reasons by Vice Chairman Matthew S. Petersen and Commissioner Caroline C. Hunter, MUR 6928 (Santorum) at 9.

²⁸ *See* First General Counsel's Report at 26-29, MUR 5260 (Talent) (Jan. 6, 2003) (recommending that the Commission find no reason to believe an individual used an organization to test the waters even though the organization functioned as a platform for the individual to "keep up his public profile" while supporting "candidates and causes until he determined his political future."); Statement of Reasons of Chairman Matthew S. Petersen, Caroline C. Hunter, and Lee E. Goodman at 4, MURs 6470, 6482, 6484 (Romney, et al.) (Mar. 30, 2016) ("Accordingly, a political committee or other organization may provide an individual... with a platform to speak about issues, support other candidates, and maintain a public profile without the payments for such activities necessarily being considered contributions to the future candidate's campaign.").

²⁹ Advisory Opinion 1986-06 (Fund for America's Future) at 4-5 (concluding that leadership PAC need not allocate expenditures for federal officeholder to appear on behalf of federal candidates or for party building, when sole references to officeholder's possible intent to campaign occur in incidental contacts or remarks); *see also* Statement of Reasons by Vice Chairman Matthew S. Petersen and Commissioner Caroline C. Hunter, MUR 6928 (Santorum) at 9.

³⁰ Statement of Reasons by Vice Chairman Matthew S. Petersen and Commissioner Caroline C. Hunter, MUR 6928 (Santorum) at 9.

³¹ Statement of Reasons of Commissioners David M. Mason, Karl J. Sandstrom, Bradley A. Smith, and Scott E. Thomas at 1, MUR 4960 (Clinton for U.S. Exploratory Committee); *see also* Statement of Reasons of Chairman

upcoming elections, these musings have never been, and should never be, the sole basis for an extensive, costly, and time-consuming investigation by the Commission. When balancing the information provided in the Complaint with the substantial facts provided in this Response, the Complainant has failed to provide the sufficient specific facts needed to warrant an investigation. Therefore, we ask the Commission to dismiss this complaint.

III. Conclusion

The Respondents in this matter are yet another target of professional complaint filers that submit speculative, incomplete, and oftentimes inaccurate complaints against certain individuals and entities that are not ideologically aligned with the Complainant's interpretations of campaign finance law. This practice detrimentally impacts respondents by forcing them to spend time, money, and resources writing responses to these complaints when they have done nothing illegal. This practice also mocks the Commission's enforcement process, as the Commission's resources are now regularly wasted on handling these matters when the enforcement process has never been the proper form for resolving policy disputes. We hope that the Commission will follow its precedent and dismiss this Complaint, and we further hope that the Commission will make clear to Complainants that disputes on interpretations of the law should be reserved for the rulemaking process.

Sincerely,



Charlie Spies
Katie Reynolds
Counsel to Respondents

Matthew S. Petersen, Caroline C. Hunter, and Lee E. Goodman at 7, n. 29, MURs 6470, 6482, 6484 (Romney, et al.) (“As a general evidentiary matter, we decline to open investigations based solely upon hearsay reports or editorial characterizations contained in press articles, particularly where, as here, the speculation is rebutted by record evidence.”); First General Counsel’s Report, MUR 6907 (Huckabee, et al.), at 8; First General Counsel’s Report, MUR 4960 (Hillary Clinton).

EXHIBIT A

IO TM
Jefferson City, MO 65102

1/25/2021

PAY TO THE ORDER OF Push Digital LLC

\$ **37,215.81

Thirty Seven Thousand Two Hundred Fifteen and 81/100 DOLLARS

Push Digital LLC
1401 Sam Rittenberg Blvd Suite 1
Charleston, SC 29407

C;r

MEMO

Gretlens for Missouri

5235

Push Digital LLC

Date	Type	Reference	Original Amt.	Balance Due	1/25/2021 Discount	Payment
11/20/2020	Bill	1732 - Stmt	47,222.31	47,222.31		47,222.31
1/25/2021	Credit	CM	-10,006.50	-10,006.50		-10,006.50
					Check Amount	37,215.81

Central Bank #122547

37,215.81

Gretlens for Missouri

5235

Push Digital LLC

Date	Type	Reference	Original Amt.	Balance Due	1/25/2021 Discount	Payment
11/20/2020	Bill	1732 - Stmt	47,222.31	47,222.31		47,222.31
1/25/2021	Credit	CM	-10,006.50	-10,006.50		-10,006.50
					Check Amount	37,215.81

Central Bank #122547

37,215.81

Push Digital, LLC
 1401 Sam Aittenberg Boulevard, Suite 1
 Charleston, SC 29407
 (843) 225-6528
 accounting@pushdigital.com
 www.pushdigital.com

**PUSH
 DIGITAL**

Statement

TO
 Eric Greitens

STATEMENT NO. 1732
 DATE 11/20/2020
 TOTAL DUE USO 47,222.31
 ENCLOSED

DATE	ACTIVITY	AMOUNT	OPEN AMOUNT
03/30/2020	Invoice #3511318351: Due 04/09/2020.	40,000.00	40,000.00
04/29/2020	Invoice #3511318464: Due 05/09/2020.	40,000.00	15,435.26
10/29/2020	Credit Memo #3511319566	-8,212.95	-8,212.95

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	-8,212.95	0.00	0.00	55,435.26	USD 47,222.31

***Note now banking Information* ..
 Wire Instructions: Beacon Community Bank
 578 E Bay Street. Charleston. SC 29403
 ABA: Account:
 Name: Push Digital. LLC

Push Digital, LLC
 1401 Sam Rittenberg Boulevard, Suite 1
 Charleston, SC 29407
 (843) 225-6528
 accounting@pushdigital.com
 www.pushdigital.com

**PUSH
 DIGITAL**

CREDITTO
 Eric Greitens

CREDIT# 3511319566
 DATE 10/29/2020

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
Media Placement	Online Advertising - Eric Greitens - April 2020 - Placement Fee	1	6,000.00	6,000.00
Media Placement	Online Advertising - Eric Greitens - May 2020 - Placement Fee	1	2,212.95	2,212.95

Billing Contact:
 Valerie Waller
 Valerie@pushdigital.com
 336-582-5059

TOTAL CREDIT

USO 8,212.95

...Note new banking information ..•

Wire Instructions: Beacon Community Bank
 578 E Bay Street, Charleston, SC 29403
 ASA: C Account
 Name: Push Digital, LLC

Greitens for Missouri
PO Box 144
Jefferson City, MO 65102

CENTRAL BANK
80-83/865

5238

EXHIBIT B

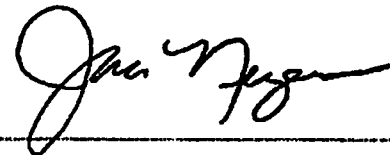
3/10/2021

PAY TO THE ORDER OF Driver Eight Media LLC

\$ **7,500.00

Seven Thousand Five Hundred and 00/100***** DOLLARS

Driver Eight Media LLC



MEMO

Greitens for Missouri

5238

Driver Eight Media LLC

Date	Type	Reference
1/1/2021	Bill	1893

Original Amt.
7,500.00

Balance Due
7,500.00

3/10/2021

Discount

Payment

7,500.00

Check Amount

7,500.00

Central Bank #122547

7,500.00

Greitens for Missouri

5238

Driver Eight Media LLC

Date	Type	Reference
1/1/2021	Bill	1893

Original Amt.
7,500.00

Balance Due
7,500.00

3/10/2021

Discount

Payment

7,500.00

Check Amount

7,500.00

Central Bank #122547

7,500.00

Driver Eight Media LLC

DRIVER EIGHT **INVOICE****BILL TO**

Greitens for Missouri

INVOICE # 1893**DATE 08/05/2020****DUE DATE 09/04/2020****TERMS Net 30**

DESCRIPTION	QTY	RATE	AMOUNT
TV Booking August '20	1	7,500.00	7,500.00

Please send check to:
 Driver Eight Media, LLC
 1875 Connecticut Ave. NW
 10th Floor, ATTN: Alex Finland
 Washington DC, 20009

BALANCE DUE**\$7,500.00**

Tax ID Number: 47-3803949

Account #

Routing (paper & electronic
 wires)

EXHIBIT C

ERIC GREITENS AND GREITENS FOR U.S. SENATE WEBSITE LICENSE AGREEMENT

This Agreement is entered into by and between Greiteos for U.S. Senate ("Campaign"), and Eric Greitens ("Greitens").

Both parties agree it is to their mutual advantage and benefit to enter into this Agreement for the Campaign's limited use of Greitens's website, www.ericgreitens.com, ("the Website") subject to the following terms and conditions:

1. Greitens agrees to grant a limited license to Campaign to use the Website, which is valued at \$18,000. The Website may be used by Campaign on an unlimited basis following the execution of this agreement, ending on December 31, 2022. Campaign agrees that the Website provided by Greitens to the Campaign will not become the property of Campaign.
2. In exchange for the Website described in Paragraph 1, Campaign will provide Greitens with enhancements to the website, which have a market value of not less than \$1,000 (hereinafter the "Campaign Enhancement"). Greitens will receive the Campaign Enhancement upon the end of this Agreement, on December 31, 2022. Greitens will maintain the Campaign Enhancement indefinitely.
3. While the Campaign is using the Website, Greiteos agrees not to make solicitations or produce communications in his personal capacity, including but not limited to posting advertising for commercial businesses in which Greitens has a contractual agreement.
4. The Parties warrants that it, its consultants, agents, employees and successor organizations will abide by all the terms of this Agreement.
5. Either party to this Agreement may terminate said Agreement with or without cause upon thirty (30) days prior written notice to the other party. The term of this Agreement shall extend through December 31, 2022.
6. The terms set forth in this Agreement constitute the full and complete agreement between the parties, and any modifications to this Agreement must be agreed to and signed, in writing, by both parties.

The undersigned persons are authorized by the parties hereto to sign this Agreement and have read and fully understand the foregoing, and, it is their intent to be bound by the terms and conditions hereof:

Greiteos for U.S. Senate



Signature

Campaign Manager

Title

Eric Greitens



Signature