

Roger W. Knight, P. A.
8510 Six Forks Road, Suite 102
Raleigh, North Carolina 27615
Phone 919.518.8040
Fax 919.518.8060

October 16, 2019

Ellen L. Weintraub
Chair
Federal Election Commission
1050 First Street, NE
Washington, D.C. 20463
Attention: Saurav Ghosh

OFFICE OF
GENERAL COUNSEL
2019 OCT 29 PM 12:17

Via FedEx and Email: SGhosh@fec.gov and LTran@fec.gov

Re: MUR 7382

Dear Ms. Weintraub,

This firm represents the North Carolina Republican Party ("NCGOP"). Attached to this letter are the following with respect to MUR 7382:

1. NCGOP Response to Factual and Legal Analysis;
2. Answers to Questions and Documentary Requests, along with responsive documents;
3. Affidavit of Jonathan Sink, current Executive Director of the NCGOP.

Please note that these documents are related to MUR 7382. Originally NCGOP responded to MUR 7382 and 7357, but your letter accompanying the FEC's Findings and Legal Analysis and the Questions and Documentary Requests are regarding 7382 only. However, I believe the response would be the same to either MUR.

Very Truly Yours,



Roger W. Knight
Roger W. Knight, P.A.

cc: Jonathan Sink

OFFICE OF
GENERAL COUNSEL

IN AND BEFORE THE

2019 OCT 29 PM 12: 54

FEDERAL ELECTION COMMISSION

On Behalf of the North Carolina Republican Party and
Jason Lemons, in his official capacity as Treasurer
Respondent

MUR 7382

RESPONSE TO FACTUAL AND LEGAL ANALYSIS

The North Carolina Republican Party (hereinafter "NCGOP") and its Treasurer, Jason Lemons, in his official capacity as Treasurer of NCGOP ("Treasurer"), (collectively hereafter "Respondent"), hereby respond to the Factual and Legal Analysis and Reason to Believe Finding entered on August 1, 2019 in the above-referenced Matter Under Review ("the Matter" or "the MUR").

Respondent files this Response in opposition to the Reason to Believe Finding. Respondent affirmatively states that no violation of the Federal Election Campaign Act of 1971, as amended ("the Act" or "FECA") was committed by Respondent in the MUR and this case must be dismissed.

Factual Background and Statement of Material Verified Facts

I. The FEC is Relying Solely Upon Unsworn, Self-Serving Statements in Media Articles

In its response to the complaint(s) in the MUR filed by Respondent on July 6, 2018, Respondent submitted a sworn affidavit from W. Todd Poole, the former Executive Director of the NCGOP. The Federal Election Commission ("FEC") in its Factual and Legal Analysis ("FLA") supporting the Reason to Believe Finding ("RTB") countered the sworn statement of Mr. Poole with statements and quotations taken *solely from newspaper and media reports* that are not only unsworn but the quotes are self serving in the extreme, as the subjects in the reports are trying to gain attention and generate business opportunities by falsifying the role(s) they may have played in political campaigns. Such statements should be received with skepticism; instead the FEC has accepted these self-serving statements as true without any sort of verification. In the FLA, the FEC relies *solely* on self-serving quotes given specifically for media articles that, given the claims and the context, must be facial suspect.

Essentially the quotes in the articles relied upon in the FLA are from Christopher Wylie, a young Canadian citizen living in the United Kingdom who has made public

proclamations to the effect that he is so smart he was able control the election of several United States office holders.¹

It is obvious from the context that his statements are part of a carefully engineered publicity campaign to bring Wylie fame and drive the sales of his book, and with the support of his “anonymous” benefactors, damage U.S. office holders.² On October 8, 2019 Wylie released a book titled *Mindf*ck: Cambridge Analytica and the Plot to Break America*. The book, published by Random House, costs \$28 and basically positions Wylie as the greatest political mind in the world. However, nowhere in the book does Wylie mention the NCGOP, Todd Poole, Thom Tillis or the Tillis campaign.

Reasons to be skeptical of Wylie’s testimony do not stop there. Wylie’s legal fees and travel expenses are paid through “an exceptionally wealthy individual” who insisted on remaining anonymous.³ Further, his self-promoting statements are contradicted by the available records. Cambridge Analytica released a statement in 2018 refuting Wylie’s claims, noting that it has records and emails establishing that Wylie left Cambridge Analytica in July 2014.⁴

A report on Wylie’s claims, commissioned by Cambridge Analytica but conducted Julian Malins, Q.C. in the United Kingdom, found that Wylie was hired by SCL, Ltd. as a part time intern in 2013. Malins located an email written by Wylie himself stating that he would be leaving the company July 10, 2014.⁵ ABC News published a statement from Cambridge Analytica in May 2018 that Wylie “left Cambridge Analytica in July 2014.”⁶ Therefore Wylie left prior to the Cambridge Analytica contract with NCGOP and did not work on any matters concerning the NCGOP.

There is not a single verified fact in the record before the Federal Election Commission that controverts any of the facts filed by Respondent. The media reports are at best of questionable veracity and are certainly nothing upon which to base an FLA. The complaints should have been dismissed out of hand upon the review of the record, where there are no verified facts supporting the allegations of the complaint.

¹ Wylie, who previously worked in fashion and with little political experience, reported that he worked on “all of the company’s U.S. political campaigns in 2014.” See FLA page 10;

² Time Magazine, October 8, 2019.

³ Ibid.

⁴ Report Regarding Cambridge Analytica LLC and SCL Elections LTD by Julian Malins, Q.C. and Linda Hudson 27 April 2018.

⁵ Malins Report, Page 8.

⁶ *Former Cambridge Analytica Employee Testifies About Data Use Scandal In U.K. by Megan Christie and Lena Masri, March 27, 2018, ABCNEWS.com.*

II. NCGOP Contracted ONLY with a United States Corporation.

There are two threshold facts in these MURs, about which the FEC and Respondent agree: (1) Cambridge Analytica, the company with which Respondent did business in 2014, was a duly and properly registered U.S. company and (2) Respondent paid for the services rendered, such that there was no impermissible contribution from a foreign source. *See* FLA p. 1 and p. 8.

The key *fact* is that NCGOP contracted with a U.S. company, not a foreign national. NCGOP did not hire an individual or individuals. Unless the FEC is prepared to require that an organization such as NCGOP must impose a citizenship test on its vendors' employees, there is little the NCGOP could have done with respect to controlling who works for an independent company. As established and uncontroverted in the FLA and in Poole's 2018 affidavit and in the Response from the Thom Tillis Committee, Cambridge Analytica LLC, was a U.S. company registered in Delaware with offices in New York City. *See* FLA p. 1, fn 2: "Cambridge is a limited liability company organized in Delaware on December 31, 2013". Cambridge Analytica LLC, Delaware Div. of Corps. <https://icis.corp.delaware.gov/ecorp/entitysearch/NameSearch.aspx> (viewed July 19, 2018).

Respondent has provided to the Commission the following documents attached to this Response, all of which establish that Cambridge Analytica was a U.S. corporate entity:

- Affidavit of Jonathan Sink, current Executive Director of NCGOP, describing the document and email search and the documents below;
- Services Agreement (undated) signed by W. Todd Poole on behalf of the NCGOP (*Exhibit 1*);
- Invoices received from Cambridge Analytica, reflecting a U.S. address, the notation of the U.S. chartered company (*Exhibit 2 A-D*);
- Payments by Respondent to Cambridge Analytica which disclose both a U.S. address and a U.S. bank account. (*Exhibits 3, A-D*);

NCGOP hired no individuals and had no reason to question the citizenship or resident status of any individual working for Cambridge Analytica, LLC. The record shows ONLY that NCGOP contracted with Cambridge Analytica, LLC and no one else. Respondent hereby stipulates to the Commission's finding that the company with which NCGOP contracted as a data vendor in 2014 was a U.S. business entity. There is no violation of federal law by NCGOP entering into a contract with Cambridge Analytica to provide data vendor services to the Campaign. Accordingly this complaint must be dismissed. As it is not illegal to contract with a U.S. corporation for such services, and NCGOP had no control or legal rights over the individuals Cambridge Analytica chose to employ, any violation is by Cambridge Analytica only and this MUR must be dismissed.

III. NCGOP Paid Market Value For Cambridge Analytica's Services and No Impermissible Foreign Contribution Was Received By NCGOP.

Respondent also stipulates to the conclusion in the FLA that the data vendor services provided were contracted and paid for by NCGOP, such that there is no impermissible contribution from Cambridge Analytica to NCGOP by virtue of the business engagement and pricing. *See* FLA @ 9: "Cambridge's usual and normal business involved providing data analytics and message targeting services, and there is no specific information suggesting that Cambridge charged any committee less than its usual and normal rate for such services".

IV. Services Provided By Cambridge Analytica Did Not Violate Federal Law

The Complaint should be dismissed for the above reasons, but in fact the services provided by Cambridge Analytica did not violate federal law. Respondent has previously submitted the affidavit of W. Todd Poole, former Executive Director of NCGOP, who stated emphatically that he made the decisions and that Cambridge Analytical provided data collection and trends for general and specific areas."⁷

Furthermore, please see the Response to this MUR from The Thom Tillis Committee, in particular the section titled: "**Services provided by Cambridge Analytica did not violate federal law**" on pages 2-6, incorporated herein by reference, for a greater description of how Cambridge Analytica's data program worked in real life, as opposed to the fantasy world inhabited by Christopher Wylie. There is currently no one at NCGOP who can provide the description of Cambridge Analytica's work for NCGOP but upon information and belief the work was similar. NCGOP has no documents that establish otherwise and there are certainly neither communications nor suggestions for communications prepared by or contribute to by Cambridge Analytica.

V. Legal Analysis in Opposition to Reason to Believe Finding

Respondent does not dispute the legal authority cited by the FEC regarding the role of a foreign national in a U.S. political campaign. Respondent does however dispute the notion that such authority mandates that hiring a U.S. company also requires Respondent to obtain citizenship and residency status for each and every employee and subcontractor of that U.S. company. That duty belongs to the U.S. company that actually does the hiring and, as such, is subject to U.S. law. To put it bluntly, the FEC is prosecuting the wrong party.

Respondent emphatically states, again, that it did not engage Cambridge Analytica for any services that violated the provisions of 52 U.S.C. § 30121, or the Commission's regulation at 11 C.F.R. § 110.20(i) nor did Cambridge Analytica perform any of the services described in the FLA for or on behalf of NCGOP.

⁷ See Poole affidavit, page 1.

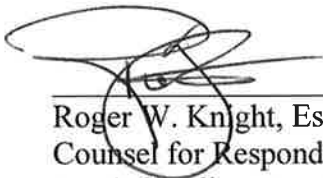
For further legal analysis, NCGOP with permission cites the **Legal Analysis in Opposition to Reason to Believe Finding** in the Response of the Thom Tillis Committee, on pages 6-8, and incorporates the same herein as if fully set forth, as it applies equally to NCGOP.

Furthermore, NCGOP states that there is ample evidence that celebrated “whistleblower” Christopher Wylie has at all times been acting in his self-interest to publicize his recently published book. There is no mention of NCGOP nor of his participation in any work for NCGOP or the Thom Tillis Committee in his book nor is there mention of the NCGOP in any of the stories cited by the FEC in its FLA.

To paraphrase an assertion made in the Thom Tillis Committee response: There is no credible evidence to support the RTB Finding and there is ZERO evidence to support a conclusion that foreign nationals were allowed to directly or indirectly participate in the NCGOP management or decision making process in connection with its election-related spending. Respondent did not violate the law.

The MUR must be dismissed.

Respectfully submitted,



Roger W. Knight, Esq.
Counsel for Respondent
North Carolina Republican Party
And Jason Lemons in his official
Capacity as Treasurer

Roger W. Knight, P.A.
8510 Six Forks Road, Suite 102
Raleigh, North Carolina 27615
919-518-8040
roger@rogerknightlaw.com

**IN AND BEFORE THE
FEDERAL ELECTION COMMISSION**

In Re:)	
)	
North Carolina Republican Party and)	MUR 7382 & MUR 7357
Jason Lemons in his official capacity as)	
Treasurer)	
Respondent)	

AFFIDAVIT OF JONATHAN SINK

I, Jonathan Sink, a resident of the State of North Carolina and being of lawful age, do hereby affirm and state of my own personal knowledge or, where stated, upon information and belief:

1. I serve as the Executive Director of the North Carolina Republican Party (hereinafter "NCGOP"), having taken office as the Executive Director on or about July 22, 2019. I was not employed by NCGOP in 2014 and have limited personal knowledge of the events related to the above captioned MURs.

2. Upon receipt of the Notice and letter from the FEC dated August 1, 2019, specifically the Questions and Document Requests, I engaged a contractor to search all NCGOP email accounts for documents, emails, or stored correspondence relating in any way to Cambridge Analytica, LLC, Cambridge Analytica, LTD, SCL Group LTD, SCL Elections or SCL, USA, as well as any persons that were confirmed or believed to have worked for any of those organizations.

3. The search has turned up no emails or other documents or correspondence except for the following:
 - (1) An undated "Services Agreement" in which the name of the service provider is "Cambridge Analytica, a Delaware Corporation with its principal executive office at The News Corp Building, Suite 2703, 1211 6th Avenue, New York, NY 10036." This Services Agreement is not signed by anyone from Cambridge Analytica but is signed by Todd Poole, Executive Director of the NCGOP at the time.
 - (2) An invoice from Cambridge Analytica with a New York return address in the amount of \$5,000, dated July 25, 2014, along with an email from Brenda Hicks, who, upon information and belief, was an associate of Mark Block.
 - (3) A check from the NC Victory Fund (a JFC) for \$5000 to "Cambridge Analytica" addressed to 1209 Orange Street, Wilmington, DE;
 - (4) An invoice from Cambridge Analytica, with the above New York address, in the amount of \$45,000 dated August 23, 2014.

- (5) A check from NC Victory Fund in the amount of \$45,000 to Cambridge Analytica at the same address as the previous check, dated August 27, 2014.
- (6) An invoice from Cambridge Analytica, in the amount of \$50,000 dated October 7, 2014, with the same address, although with a separate payment address in Beverly Hills, CA.
- (7) An email from Katie Weiss, who may have been an associate of Mark Block, to Todd Poole regarding the address to send the payment.
- (8) A check from NC Victory Fund in the amount of \$50,000 to Cambridge Analytica with the New York address, although the check was sent to the Beverly Hills address.
- (9) An invoice from Cambridge Analytica with the New York address dated October 22, 2014 in the amount of \$50,000.
- (10) A check in the amount of \$50,000 dated October 31, 2014 made out to Cambridge Analytica at the New York address, but was, upon information and belief, mailed to the Beverly Hills address.

4. With respect to the limited documents, the following facts apply:

- (1) The staff and leadership of the NCGOP have changed since 2014. There was another Executive Director between Todd Poole and me. Almost all of the staff has turned over. There are very few people currently associated with or employed by NCGOP who were here in 2014 or who otherwise have any knowledge about the Cambridge Analytica contract.
- (2) NCGOP is funded entirely by donations and there is no central computer server or system. NCGOP uses an email provider with an affiliated server and emails on said server are purged only when staff delete them. That is, there is no automatic purging by the system of emails. We searched the email server and our files for documents responsive to the FEC's request, but have no knowledge of or access to devices owned by others that were removed at the end of their employment or volunteer services.
- (3) There are no documents in the files provided by Cambridge Analytica. This is not unusual. The information provided by Cambridge Analytica in 2014 would have no value to subsequent elections or projects.
- (4) I have asked those staff members who remain and no one can recall the name of the third Cambridge Analytica employee that worked out of the NCGOP headquarters building in or around September and October 2014.
- (5) Of the 2014 files in the NCGOP's possession, the only Cambridge Analytica documents that staff could find after an exhaustive, good faith search are those that pertain to checks and invoices, as mentioned above.

This 14th day of October, 2019.


 Jonathan Sink
 Executive Director
 North Carolina Republican Party

THE STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document:

JONATHAN SINK
Name of Signatory

Date: OCTOBER 14, 2019
Date of Acknowledgment

[OFFICIAL SEAL]



Gregory M. Fornshell
Signature of Notary Public

My Commission Expires:
NOVEMBER 28, 2022

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

info@cambridgeanalytica.com
www.cambridgeanalytica.com

SERVICES AGREEMENT

SERVICES AGREEMENT dated _____ (this "Agreement") between:

Cambridge Analytica, a Delaware corporation with its principal executive office at The News Corp Building, Suite 2703, 1211 6th Ave, New York, NY 10036 (herein after referred to as "Service Provider" or "CAMBRIDGE ANALYTICA"); and

[CLIENT NAME] (herein after referred to as "Client") with its principal executive office at _____;

WITNESSETH:

WHEREAS, the Client desires to engage the Service Provider to provide services as described in this Agreement, and the Service Provider agrees to provide the Client with such services in consideration of the Client's execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed:

1. **Appointment.** The Client hereby appoints CAMBRIDGE ANALYTICA as its exclusive provider of the Services effective on the date of this Agreement for a term ending on _____ unless extended by mutual agreement of the Client and CAMBRIDGE ANALYTICA or terminated earlier in accordance with the terms of Section 6 of this Agreement.

2. **Services.** CAMBRIDGE ANALYTICA will provide to the Client the services identified on Appendix A to this Agreement (the "Services").

3. **Fees.** The Client will pay CAMBRIDGE ANALYTICA the fees (the "Fees") identified on Appendix B to this Agreement. The Fees will be payable within seven (7) days after the Client's receipt of each invoice from CAMBRIDGE ANALYTICA. CAMBRIDGE ANALYTICA shall issue invoices to the Client per the Payment Schedule outlined in Appendix B. All amounts owing to CAMBRIDGE ANALYTICA under this Agreement shall be paid by the Client to CAMBRIDGE ANALYTICA in full without any set-off, counterclaim, deduction or withholding.

4. **Intellectual Property Ownership; Confidentiality.** (a) All Data and Analyzed Datasets purchased, developed or otherwise obtained after the date hereof either by or on behalf of CAMBRIDGE ANALYTICA, all Work Product related thereto, and all intellectual property and other rights therein and thereto, shall be owned exclusively by CAMBRIDGE ANALYTICA. Neither the Data, the Analyzed Data Sets, nor any Work Product created therefrom or created in connection therewith shall be considered a "work made for hire" as that term is defined under the Copyright Act of 1976, as amended. The Client shall undertake at its sole cost and expense all actions necessary to perfect such ownership by CAMBRIDGE ANALYTICA.

(b) The Client shall treat all Data, Analyzed Datasets, and Work Product as Confidential Information. The Client shall not disclose to the public or third parties, and shall keep confidential such Confidential Information as set forth in this Agreement and using protections no less protective than those used by the Client to protect its own Confidential Information. The Client shall use Data, Analyzed Datasets, and Work Product solely for its own internal purposes and shall not share, re-sell, rent, lease, disclose or distribute same to the public or any third parties without the prior express written consent of CAMBRIDGE ANALYTICA. Upon termination or expiration of this Agreement for any reason, the Client shall promptly return to CAMBRIDGE ANALYTICA all Data, Analyzed Datasets and Work Product obtained pursuant to this Agreement by no later than ten (10) days after the date of said termination or expiration, and shall not keep any copies.

(c) As used herein in this Agreement, the following terms have the following meanings:

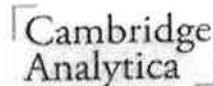
"Data" shall mean information relating to behavioral, microtargeting, electoral or behavioral analysis, voter files, demographic information, and customized hardware configurations.

"Analyzed Dataset" shall mean any Data that has been subsequently processed, augmented, groomed, interpreted or appended with predictive scoring by equipment of methods developed by CAMBRIDGE ANALYTICA, including any recommended messaging.

"Work Product" shall mean all word product and deliverables created, prepared, produced or delivered by or on behalf of CAMBRIDGE ANALYTICA under this Agreement and, including, without limitation, data, reports, results, analyses, evaluations, conclusions and other documents, records and materials in all forms and media

5. **Representations, Warranties and Covenants.** Each party represents and warrants to and covenants with the other party that (i) it has all requisite power and authority to execute, deliver and perform this Agreement, (ii) it has duly authorized, executed and delivered this Agreement and this Agreement is its legal, valid and binding obligation enforceable against it in accordance with its terms, (iii) the execution, delivery and performance of this Agreement will not violate or breach any provision of any other agreement, law or order to which it is subject, (iv) it holds all necessary permits, licenses and consents to conduct its operations and to perform this Agreement and (v) it shall conduct its operations in accordance with all applicable laws and regulations. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT OF ANY KIND, INCLUDING, WITHOUT

Cambridge Analytica



The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
info@cambridgeanalytica.org
www.cambridgeanalytica.org

LIMITATION, AS TO SERVICES, RESULTS, ANALYTICS, INFORMATION OR OTHER ITEMS IT FURNISHES TO THE OTHER PARTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY GUARANTEE OF RESULTS.

6. Termination. Either party may terminate this Agreement with immediate effect at any time by notice in writing to the other party if the other party is in material breach or continuing breach of any provision of this Agreement and such breach, if capable of remedy, is not remedied within ten (10) days after receipt by the defaulting party of notice of the breach. The Client acknowledges that a failure to make timely payment of Fees shall be a material breach of this Agreement. Upon any termination of this Agreement by CAMBRIDGE ANALYTICA after a material breach of this Agreement by the Client, the Client shall pay to CAMBRIDGE ANALYTICA, as liquidated damages and not as a penalty, an amount equal to three (3) times the amount of the Fees invoiced for the month immediately preceding the notice of breach and reimburse CAMBRIDGE ANALYTICA for all expenses CAMBRIDGE ANALYTICA incurred in providing the Services under this Agreement. Upon any termination, Sections 4, 5, 7, 14, 15, 16 and this Section 6 of this Agreement shall survive and continue in full force and effect.

7. Indemnification; Damage Limitation. Each party ("such party") shall indemnify, defend and hold the other party and its directors, officers, members, employees, independent contractors, licensees, affiliates, successors, assigns and agents, harmless from and against all claims, liabilities, damages, costs and attorneys' fees arising from any breach or alleged breach by such party of any representation, warranty, covenant or other agreement made by such party under this Agreement. The foregoing indemnity shall survive the termination or expiration of this Agreement. IN NO EVENT SHALL A PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, BUSINESS DISRUPTION, OR LOSS OF GOODWILL OF CUSTOMERS, SUPPLIERS OR OTHERS, HOWEVER ARISING, WHETHER UNDER THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Modification. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements between the parties. This Agreement may not be modified or changed nor any of these provisions be waived except by a writing signed by all parties.

9. Successors and Assigns. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party, and any purported assignment without such consent shall be null and void. The benefits of this Agreement shall inure to the respective successors, heirs, estates and permitted assigns of the parties hereto and their successors and permitted assigns and the obligations and liabilities assumed under this Agreement by the parties hereto shall be binding upon their respective successors, heirs, estates and permitted assigns.

10. Provisions Severable. If any provision or covenant of this Agreement is held by any court to be invalid, illegal or unenforceable, either in whole or in part, then such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of the remaining provisions or covenants of this Agreement, all of which will remain in full force and effect to the maximum extent allowed by law.

11. Waiver. Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement will not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the party making the waiver and specifically referencing this Agreement.

12. Notices. All notices to the respective parties hereto shall be addressed as follows, or to such other address as may be hereafter notified by the respective parties hereto

If to CAMBRIDGE ANALYTICA:

CAMBRIDGE ANALYTICA
The News Corp. Building, Suite 2703
1211 6th Ave. New York, NY 10036

If to Client:

[Name of Client]
[Address]

Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given: (i) if personally delivered, when so delivered; (ii) if mailed, five (5) business days after having been sent by first class, registered or certified U.S. mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth above; or (iii) if sent through a nationally recognized overnight delivery service which guarantees next day delivery, the business day following its delivery to such service in time for next day delivery.

13. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which

Cambridge Analytica

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
info@cambridgeanalytica.com
www.cambridgeanalytica.com

will be deemed an original. Signature pages delivered by PDF or other electronic transmission shall be legal, valid and binding delivery.

North Carolina (7)

14. Governing Law. This Agreement shall be governed by the laws of the State of ~~New York~~ *North Carolina* without regard to principles of conflicts of laws. EACH PARTY CONSENTS THAT ANY LEGAL ACTION OR PROCEEDING AGAINST IT UNDER, ARISING OUT OF OR IN ANY MANNER RELATING TO THIS FACILITATION AGREEMENT, OR ANY OTHER INSTRUMENT OR DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HERewith, SHALL BE BROUGHT EXCLUSIVELY IN ANY COURT OF THE STATE OF ~~NEW YORK~~ OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF ~~NEW YORK~~, IN EACH CASE, IN THE COUNTY OF ~~NEW YORK~~. EACH PARTY EXPRESSLY AND IRREVOCABLY CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDINGS. EACH PARTY AGREES THAT PERSONAL JURISDICTION OVER IT MAY BE OBTAINED BY THE DELIVERY OF A SUMMONS (POSTAGE PREPAID) IN ACCORDANCE WITH THE PROVISIONS OF

10

SECTION 12 OF THIS AGREEMENT. ASSUMING DELIVERY OF THE SUMMONS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 12 OF THIS AGREEMENT, EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY ALLEGED LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OF FORUM NON CONVENIENS OR ANY SIMILAR BASIS.

15. Expenses. Each party shall bear its own expenses incurred in connection with the negotiation, execution, delivery and performance of this Agreement. The Client shall reimburse CAMBRIDGE ANALYTICA for all reasonable and necessary expenses incurred by CAMBRIDGE ANALYTICA in the performance of the Services under this Agreement, which is included in the fee structure outlined in Appendix B.

16. 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 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the date first set forth above.

CAMBRIDGE ANALYTICA By: _____ Name: Title:	[CLIENT] By: <i>Jed Price</i> Name: <i>Jed Price</i> Title: <i>Executive Director</i>
--	---

Appendix A

Tier 01 Services "Behavioral Microtargeting with Psychographic Messaging"

1. **Data**
 - 1.1 Procurement of recently updated voterfiles (also known as the electoral roll) within each required state, county or electoral boundary that contain at minimum all the information provided by each Secretary of State (or the similarly responsible public electoral administrative body).
 - 1.2 Standardization of each voter dataset to facilitate integration, including defining a universal standard for naming, addressing and augmenting the record structure accordingly.
 - 1.3 Quantification of voter record accuracy by referencing each record against multiple public and commercial data sources.
 - 1.4 Quantification of dataset veracity by cross-referencing overlapping data and assessment of data internal consistency.
 - 1.5 Development of data matching algorithms for centralized data integration.
2. **Technology**
 - 2.1 Access to a scalable Database of Record (DBOR) where all inbound data is ultimately warehoused or referenced against to create a singular view of all voter data.
 - 2.2 Hosting of population datasets on encrypted servers in a physically secure environment tested for malicious attacks and high network traffic.
 - 2.3 Rigorous scaling and user load testing to ensure infrastructure is sufficient to meet high demand peaks in all target states, particularly in replicating and preparing for likely usage demands leading up to Election Day.
3. **Digital**
 - 3.1 Providing a digital voter targeting platform that allows political campaigns to:
 - 3.1.1 access voter data from any location with an Internet connection;
 - 3.1.2 interface with modeling scores and visualized insight about predicted voter behavior;
 - 3.1.3 identify and build prospective target voter lists using queries about partisanship, turnout propensity, political issues, demographics and/or psychographics;
 - 3.1.4 apply targeting insight to optimize direct to voter contact programs;
 - 3.1.5 distribute campaign tasks to campaign staff, volunteers and system users;
 - 3.1.6 track progress against campaign benchmarks and KPIs;
 - 3.1.7 use simple data entry tools for any paper-based canvass sheets; and
 - 3.1.8 upload legacy data or new canvass data into the DBOR.
 - 3.2 Capture and integration of social media (e.g. Facebook) data into the DBOR and overlaying voter records with that social data.
 - 3.3 Tracking and applying online user data for the optimization of online display advertising, PPC, SEO and re-targeting.

4. Analytics

- 4.1 Access to insight derived from a multi-channel super sample.
- 4.2 Access to insight derived from algorithms to model behavioral constructs within target populations that use unique combinations of machine learning and statistical techniques for example natural language processing, principal component analysis, neural networks, decision trees, Bayesian statistics and others.
- 4.3 Quality assurance controls to substantiate sampling, data and models.
- 4.4 Conditional testing of messaging for efficacy within each target audience.
- 4.5 Applying modeling algorithms to generate and append scores to specific voter records in the campaign targeting universes that are most relevant to voter persuasion and for GOTV of supporters.
- 4.6 Scores shall include:
 - 4.6.1 propensity to vote;
 - 4.6.2 predicted party preference;
 - 4.6.3 predicted voter volatility;
 - 4.6.4 predicted voter enthusiasm;
 - 4.6.5 predicted issue preference;
 - 4.6.6 psychographic profiles.

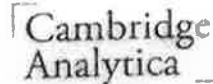
5. Qualitative field research

- 5.1 Access to insight from audience-specific focus groups and in-depth interviews in every target state that:
 - 5.1.1 capture a wide array of voter narratives, experiences and attitudes;
 - 5.1.2 extract insight into local political nuances not otherwise discoverable by quantitative means;
 - 5.1.3 explore the effect of group dynamics on responses to political stimuli;
 - 5.1.4 develop a contained list of possible political issues to test for quantitative modeling;
 - 5.1.5 seek out possible explanations of identified statistical trends through more robust questioning; and
 - 5.1.6 generate nuanced and locally-relevant messaging concepts for quantitative testing.
- 5.2 Access to insight from observational, sociographic and ethnographic research.

6. Behavioral and psychological design

- 6.1 Access to psychometric inventories linked to identification of key behavioral drivers within target voter populations.
- 6.2 Conditional testing of target behavioral constructs using experimental psychological design.
- 6.3 Appending data-informed psychological profiles to target groups of voters.

7. Messaging and creative

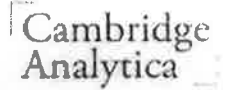


The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
info@cambridgeanalytica.org
www.cambridgeanalytica.org

- 7.1 Data-informed development of persuasion and turnout messaging for target audiences whereby the breadth of messaging and number of audiences shall be determined and circumscribed by the research conducted in the aforementioned sections labeled "Data", "Analytics" and "Behavioral and psychological design".
- 7.2 Designing data-informed creative concepts for different media, such as advertising, online, e-mail, direct mail, leaflets, signage and radio.
- 7.3 Drafting data-informed scripting for direct voter contact programs, such as door-to-door canvassing and telephony.
- 7.4 Preparing direct to voter messaging content using unique codes for each iteration of messaging to directly link optimal messages to specific lists, sets or clusters of voters.

8. Campaign adoption, training and onboarding

- 8.1 Field testing of messaging, creative concepts and scripting to confirm practical applicability.
- 8.2 Stakeholder relationship building and endeavoring to develop positive rapport with local campaigns.
- 8.3 Observing existing campaign practice to identify likely problems and support needs.
- 8.4 Provide local campaigns with user support for all products and training on technical voterfile administration, targeting strategy, psychographics and research-supported political tactics.
- 8.5 Integrating feedback into analytics platform during message testing.



The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
info@cambridgeanalytica.com
www.cambridgeanalytica.com

Appendix B

Fees

Overview

The Fees owed to CAMBRIDGE ANALYTICA for undertaking the Behavioral Microtargeting Deliverables outlined in Appendix A consist of a fixed cost model with a total payment amount of \$150,000.

MOU Deposit

Upon execution and delivery of the MOU, the Client shall pay \$5,000 to Cambridge Analytica (the "Deposit"), which amount will be fully applied to the total final cost of the Services Agreement. The MOU payment is to be paid within 14 days after execution of the MOU.

Payment 1

Upon delivery of the Behavioral Microtargeting deliverables described in Appendix A to this Agreement, the Client shall pay to Cambridge Analytica the amount (the "Delivery Payment") equal to \$45,000 to be paid on August 16, 2014.

30 TP

Payment 2

The Client shall pay to Cambridge Analytica the amount (the "September Payment") equal to \$50,000 to be paid on September 16, 2014.

30 TP

Payment 3

The Client shall pay to Cambridge Analytica the amount (the "October Payment") equal to \$50,000 to be paid on October 16, 2014.

30 TP

Cambridge Analytica

Registered in America, No. 46-449713 at Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware, 19801

Consulting Fees

7/16/14

5,000.00

5,000.00

7/16/14

1005

Cambridge Analytica

\$5,000.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

NC VICTORY FUND
P.O. BOX 12905
RALEIGH, NC 27605

Bank of America
66-19/530

1005
FRANKLIN D. ROOSEVELT

DATE
Jul 16, 2014

AMOUNT

\$ ****\$5,000.00

Five Thousand and 00/100 Dollars

PAY
TO THE
ORDER
OF:

Cambridge Analytica
1209 Orange Street
Wilmington, DE 19801

TWO SIGNATURES REQUIRED OVER \$2,000.00



[Handwritten Signature]
[Handwritten Signature]
AUTHORIZED SIGNATURE

NC VICTORY FUND

1005

Consulting Fees

7/16/14

5,000.00

5,000.00

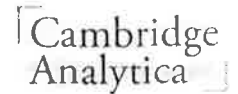
7/16/14
LMP98 M/P CHECK

1005

Cambridge Analytica

\$5,000.00

[Handwritten Signature]



The Corporation Trust Company
 Corporation Trust Center
 1209 Orange Street
 Wilmington, DE 19801
 info@cambridgeanalytica.com
 www.cambridgeanalytica.com

SERVICES AGREEMENT

SERVICES AGREEMENT dated _____ (this "Agreement") between:

Cambridge Analytica, a Delaware corporation with its principal executive office at The News Corp Building, Suite 2703, 1211 6th Ave, New York, NY 10036 (herein after referred to as "Service Provider" or "CAMBRIDGE ANALYTICA"); and

[CLIENT NAME] (herein after referred to as "Client") with its principal executive office at _____;

WITNESSETH:

WHEREAS, the Client desires to engage the Service Provider to provide services as described in this Agreement, and the Service Provider agrees to provide the Client with such services in consideration of the Client's execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed:

1. Appointment. The Client hereby appoints CAMBRIDGE ANALYTICA as its exclusive provider of the Services effective on the date of this Agreement for a term ending on _____ unless extended by mutual agreement of the Client and CAMBRIDGE ANALYTICA or terminated earlier in accordance with the terms of Section 6 of this Agreement.

2. Services. CAMBRIDGE ANALYTICA will provide to the Client the services identified on Appendix A to this Agreement (the "Services").

3. Fees. The Client will pay CAMBRIDGE ANALYTICA the fees (the "Fees") identified on Appendix B to this Agreement. The Fees will be payable within seven (7) days after the Client's receipt of each invoice from CAMBRIDGE ANALYTICA. CAMBRIDGE ANALYTICA shall issue invoices to the Client per the Payment Schedule outlined in Appendix B. All amounts owing to CAMBRIDGE ANALYTICA under this Agreement shall be paid by the Client to CAMBRIDGE ANALYTICA in full without any set-off, counterclaim, deduction or withholding.

4. Intellectual Property Ownership; Confidentiality. (a) All Data and Analyzed Datasets purchased, developed or otherwise obtained after the date hereof either by or on behalf of CAMBRIDGE ANALYTICA, all Work Product related thereto, and all intellectual property and other rights therein and thereto, shall be owned exclusively by CAMBRIDGE ANALYTICA. Neither the Data, the Analyzed Data Sets, nor any Work Product created therefrom or created in connection therewith shall be considered a "work made for hire" as that term is defined under the Copyright Act of 1976, as amended. The Client shall undertake at its sole cost and expense all actions necessary to perfect such ownership by CAMBRIDGE ANALYTICA.

(b) The Client shall treat all Data, Analyzed Datasets, and Work Product as Confidential Information. The Client shall not disclose to the public or third parties, and shall keep confidential such Confidential Information as set forth in this Agreement and using protections no less protective than those used by the Client to protect its own Confidential Information. The Client shall use Data, Analyzed Datasets, and Work Product solely for its own internal purposes and shall not share, re-sell, rent, lease, disclose or distribute same to the public or any third parties without the prior express written consent of CAMBRIDGE ANALYTICA. Upon termination or expiration of this Agreement for any reason, the Client shall promptly return to CAMBRIDGE ANALYTICA all Data, Analyzed Datasets and Work Product obtained pursuant to this Agreement by no later than ten (10) days after the date of said termination or expiration, and shall not keep any copies.

(c) As used herein in this Agreement, the following terms have the following meanings:

"Data" shall mean information relating to behavioral, microtargeting, electoral or behavioral analysis, voter files, demographic information, and customized hardware configurations.

"Analyzed Dataset" shall mean any Data that has been subsequently processed, augmented, groomed, interpreted or appended with predictive scoring by equipment of methods developed by CAMBRIDGE ANALYTICA, including any recommended messaging.

"Work Product" shall mean all word product and deliverables created, prepared, produced or delivered by or on behalf of CAMBRIDGE ANALYTICA under this Agreement and, including, without limitation, data, reports, results, analyses, evaluations, conclusions and other documents, records and materials in all forms and media

5. Representations, Warranties and Covenants. Each party represents and warrants to and covenants with the other party that (i) it has all requisite power and authority to execute, deliver and perform this Agreement, (ii) it has duly authorized, executed and delivered this Agreement and this Agreement is its legal, valid and binding obligation enforceable against it in accordance with its terms, (iii) the execution, delivery and performance of this Agreement will not violate or breach any provision of any other agreement, law or order to which it is subject, (iv) it holds all necessary permits, licenses and consents to conduct its operations and to perform this Agreement and (v) it shall conduct its operations in accordance with all applicable laws and regulations. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT OF ANY KIND, INCLUDING, WITHOUT

Cambridge Analytica



in Partnership with
sclelections

The News Corp Building, Suite 2703
1211 6th Ave, New York, NY 10036
(262)-617-2716 or (414)-345-7049
info@scigroup.cc
www.scl.cc

Invoice

14-CA-008

Todd Poole
Executive Director
NC Republican Party
PO Box 12905
1506 Hillsborough Street
Raleigh, NC 27605
United States of America

Friday 25th July 2014

Ref: NCGOP001

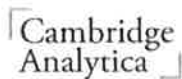
Phase 1 Deposit Payment: For Behavioral Microtargeting and Psychographic Messaging

Payment 3	\$5,000.00
TOTAL (USD)	\$5,000.00

PAYMENT DETAILS

Bank Account Name: Cambridge Analytica, LLC
Account Number: 123-859782
Routing Number: 122016066

Address: City National Bank
400 North Roxbury Drive
Beverly Hills, CA 90210



Karen Langham

From: Todd Poole <todd.poole@ncgop.org>
Sent: Sunday, July 27, 2014 2:41 PM
To: Karen Langham
Subject: Fwd: Payment confirmation
Attachments: 08. CA \$ Invoice - NCGOP001.pdf

I don't know if you need this.

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

From: **Brenda Hicks** <brenda.hicks@ncgop.org>
Date: Sunday, July 27, 2014
Subject: Payment confirmation
To: todd.poole@ncgop.org
Cc: Christopher Block <christopher.block@ncgop.org>, Mark Block <mark.block@me.com>

Hello Todd,

Please find attached a copy of the invoice from Cambridge Analytica for \$5,000.

This email also confirms receipt of your check number 1005, dated 7/16/14, in the amount of \$5,000.

Thank you, Brenda

Brenda Hicks
414-345-7120

--
Todd Poole
Executive Director
North Carolina Republican Party
919.828.6423

CAMBRIDGE
ANALYTICA 

in Partnership with
sclelections

The News Corp Building, Suite 2703
1211 6th Ave, New York, NY 10036

(262)-617-2710 or (202)-509-1181
info@sclgroup.cc www.scl.cc

Invoice

14-CA-009

Todd Poole
Executive Director
NC Republican Party
PO Box 12905
1506 Hillsborough Street
Raleigh, NC 27605
United States of America

Saturday 23rd August 2014

Ref: NCGOP002

Payment 2: For Behavioral Microtargeting and Psychographic Messaging

Payment 2	\$45,000.00
TOTAL (USD)	\$45,000.00

PAYMENT DETAILS

Bank Account Name: Cambridge Analytica, LLC
Account Number: 123-859782
Routing Number: 122016066

Address: City National Bank
400 North Roxbury Drive
Beverly Hills, CA 90210

CAMBRIDGE
ANALYTICA 

Registered in America at The Corporation Company, 1209 North Orange Street, Wilmington, DE 19801, United States.

Karen Langham

From: Todd Poole <todd.poole@ncgop.org>
Sent: Wednesday, September 17, 2014 12:17 PM
To: Karen Langham
Subject: Fwd: NCGOP Check

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

From: **Katie Weiss**
Date: Tue, Sep 16, 2014 at 3:56 PM
Subject: NCGOP Check
To: Todd Poole <todd.poole@ncgop.org>
Cc: Mark Block <mark.block@me.com>

Hi Todd,

We have searched for the check you mailed for invoice 14-CA-009 (\$45,000.00) and have been unable to find it. Would you be able to stop pay for that check and reissue another check?

The reissued check can be sent to:

Cambridge Analytica
Attn: Brenda Hicks
PO Box 510403
New Berlin, WI 53151

Please let me know if you have any questions.

Thanks,

Katie

--
Todd Poole
Executive Director
North Carolina Republican Party
919.828.6423

NC VICTORY FUND

14-CA-009

8/23/14

45,000.00

45,000.00

9/17/14

1015

Cambridge Analytica

\$45,000.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

Bank of America
86-19/530

1015
FRAUDALARM

NC VICTORY FUND
P.O. BOX 12905
RALEIGH, NC 27605

DATE
Sep 17, 2014

AMOUNT

\$ ***\$45,000.00

Forty-Five Thousand and 00/100 Dollars

PAY
TO THE
ORDER
OF:

Cambridge Analytica
1209 Orange Street
Wilmington, DE 19801

TWO SIGNATURES REQUIRED OVER \$2,000.00



JMAM
Joel P. Le
AUTHORIZED SIGNATURE MP

NC VICTORY FUND

1015

14-CA-009

8/23/14

45,000.00

45,000.00

9/17/14
LMP98 M/P CHECK

1015

Cambridge Analytica

\$45,000.00

cmv

Karen Langham

From: Todd Poole <todd.poole@ncgop.org>
Sent: Wednesday, September 17, 2014 12:17 PM
To: Karen Langham
Subject: Fwd: NCGOP Check

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

From: **Katie Weiss** <katie@ncgop.org>
Date: Tue, Sep 16, 2014 at 3:56 PM
Subject: NCGOP Check
To: Todd Poole <todd.poole@ncgop.org>
Cc: Mark Block <mark.block@me.com>

Hi Todd,

We have searched for the check you mailed for invoice 14-CA-009 (\$45,000.00) and have been unable to find it. Would you be able to stop pay for that check and reissue another check?

The reissued check can be sent to:

Cambridge Analytica
Attn: Brenda Hicks
PO Box 510403
New Berlin, WI 53151

Please let me know if you have any questions.

Thanks,

Katie

--

Todd Poole
Executive Director
North Carolina Republican Party
919.828.6423

NC VICTORY FUND

Payment 3 10/7/14 50,000.00 50,000.00

10/15/14 1056 Cambridge Analytica \$50,000.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

Bank of America
66-19/530

1056
FRAUDALARM

DATE
Oct 15, 2014

AMOUNT
\$ ***\$50,000.00

NC VICTORY FUND
P.O. BOX 12905
RALEIGH, NC 27605

Fifty Thousand and 00/100 Dollars

PAY TO THE ORDER OF:
Cambridge Analytica
The News Corp. Bldg. Ste 2703
1211 6th Avenue
New York, NY 10036

TWO SIGNATURES REQUIRED OVER \$2,000.00

[Signature]
[Signature]

AUTHORIZED SIGNATURE

NC VICTORY FUND

1056

Payment 3 10/7/14 50,000.00 50,000.00

10/15/14 1056 Cambridge Analytica

\$50,000.00

LMP98 M/P CHECK

cmv



in Partnership with
scl elections

The News Corp Building, Suite 2703
1211 6th Ave, New York, NY 10036
(262)-617-2716 or (202)-509-1181
info@sclgroup.cc www.scl.cc

Invoice

14-CA-025

NC VIC FUND

OK
Todd

Todd Poole
Executive Director
NC Republican Party
PO Box 12905
1506 Hillsborough Street
Raleigh, NC 27605
United States of America

Tuesday 7th October 2014

Ref: NCGOP003

Payment 3: For Behavioral Microtargeting and Psychographic Messaging

Payment 3	\$50,000.00
TOTAL (USD)	\$50,000.00

PAYMENT DETAILS	
Bank Account Name:	Cambridge Analytica, LLC
Account Number:	123-859782
Routing Number:	122016066
Address:	City National Bank 400 North Roxbury Drive Beverly Hills, CA 90210
Please send checks to:	Sandra Nguyen Cambridge Analytica LLC 8383 Wilshire Boulevard, Suite 1000 Beverly Hills, CA 90211

TODD JFC CONSULTING FEES



10/8/2014



Todd Poole <todd.poole@ncgop.org>

Re: NCGOP Invoice - Payment 3

1 message

Wed, Oct 8, 2014 at 2:15 PM

Katie Weiss

To: Todd Poole <todd.poole@ncgop.org>

Cc: Mark Block <mark.block@me.com>

Hi Todd,

You can mail the check to:
Sandra Nguyen
Cambridge Analytica, LLC
8383 Wilshire Boulevard, Suite 1000
Beverly Hills, CA 90211

This invoice is for the September 30 payment.

Thanks,

Katie

On Wed, Oct 8, 2014 at 10:46 AM, Todd Poole <todd.poole@ncgop.org> wrote:

Where would you like us to mail the check? As you know we have had issues in the past.

Also, is this invoice for our October 31 payment? I just want to make sure where we are. Thank you.

On Wed, Oct 8, 2014 at 11:42 AM, Katie Weiss

> wrote:

Hi Todd,

Attached is an invoice for payment 3 in the amount of \$50,000.00

If you have any questions please let me know.

Thanks,

Katie

Todd Poole
Executive Director
North Carolina Republican Party
919.828.6423

NC VICTORY FUND

14-CA-036

10/22/14

50,000.00

50,000.00

10/31/14

1077

Cambridge Analytica

\$50,000.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER HEAT SENSITIVE ICON AND FOIL HOLOGRAM

Bank of America
66-19/530

1077
FRALCARHOT

NC VICTORY FUND
P.O. BOX 12905
RALEIGH, NC 27605

DATE
Oct 31, 2014

AMOUNT
\$ ***\$50,000.00

Fifty Thousand and 00/100 Dollars

PAY TO THE ORDER OF:
Cambridge Analytica
The News Corp. Bldg. Ste 2703
1211 6th Avenue
New York, NY 10036

TWO SIGNATURES REQUIRED OVER \$2,000.00

ORIGINAL FINISHED
ORIGINAL FINISHED
ORIGINAL FINISHED
ORIGINAL FINISHED

ALTERNATIVE SIGNATURE

NC VICTORY FUND

1077

14-CA-036

10/22/14

50,000.00

50,000.00

10/31/14

1077

Cambridge Analytica

\$50,000.00

LMP98 M/P CHECK

cm

NC VIC FUNDCAMBRIDGE
ANALYTICA In Partnership with
scl electionsThe News Corp Building, Suite 2703
1211 6th Ave, New York, NY 10036
(262)-617-2716 or (202)-509-1181
info@sclgroup.cc www.scl.cc**Invoice**

14-CA-036

OK
TP
10/31Todd Poole
Executive Director
NC Republican Party
PO Box 12905
1506 Hillsborough Street
Raleigh, NC 27605
United States of AmericaWednesday 22nd October 2014

Ref: NCGOP004

**Payment 4: For Behavioral Microtargeting
and Psychographic Messaging**

Payment 4	\$50,000.00
TOTAL (USD)	\$50,000.00

PAYMENT DETAILS

Bank Account Name: Cambridge Analytica, LLC
Account Number: 123-859782
Routing Number: 122016066
Address: City National Bank
400 North Roxbury Drive
Beverly Hills, CA 90210

Please send checks to: Sandra Nguyen
Cambridge Analytica LLC
8383 Wilshire Boulevard, Suite 1000
Beverly Hills, CA 90211

CAMBRIDGE
ANALYTICA 

Registered in America as The Corporation Company, 1209 North Orange Street, Wilmington, DE 19801, United States.

TODD JFC CONSULTING FEES