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10/13/2017	<a href="#">National Media Council of UAE (via Project Associates)</a>	6473	SCL Social Limited	Informational Materials
10/06/2017	<a href="#">Exhibit C</a>	6473	SCL Social Limited	Exhibit C
10/06/2017	<a href="#">National Media Council of UAE (via Project Associates)</a>	6473	SCL Social Limited	Exhibit AB
10/06/2017	<a href="#">Registration Statement</a>	6473	SCL Social Limited	Registration Statement
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U.S. Department of Justice

Washington, DC 20530

**Short Form Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Each partner, officer, director, associate, employee, and agent of a registrant is required to file a short form registration statement unless he engages in no activities in furtherance of the interests of the registrant's foreign principal or unless the services he renders to the registrant are in a secretarial, clerical, or in a related or similar capacity. Compliance is accomplished by filing an electronic short form registration statement at <https://www.fara.gov>.

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

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .429 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name Matthew Atkinson	2. Registration No. 6473
3. Residence Address(es) 1800 North Oak Street, Apt. 204, Arlington, VA 22209 110 Great Russell St. London United Kingdom WC1B 3NA	4. Business Address(es) 597 5th Avenue, New York, NY 10017 55 Oxford Street, London, United Kingdom WC1A 1BS
5. Year of Birth 11/17/1983  Nationality American  Present Citizenship USA	6. If present citizenship was not acquired by birth, indicate when, and how acquired.
7. Occupation Digital Marketing Director	
8. What is the name and address of the primary registrant? Name SCL Social Limited	Address 55 Oxford Street London, United Kingdom WC1A 1BS
9. Indicate your connection with the primary registrant: <input type="checkbox"/> partner <input type="checkbox"/> director <input type="checkbox"/> employee <input type="checkbox"/> consultant <input type="checkbox"/> officer <input type="checkbox"/> associate <input type="checkbox"/> agent <input type="checkbox"/> subcontractor <input checked="" type="checkbox"/> other (specify) See attached	
10. List every foreign principal to whom you will render services in support of the primary registrant. National Media Council of UAE (via Project Associates)	
11. Describe separately and in detail all services which you will render to the foreign principal(s) listed in Item 10 either directly, or through the primary registrant listed in Item 8, and the date(s) of such services. (If space is insufficient, a full insert page must be used.) Serve as principal strategist on global social media campaign for the foreign principal.	

12. Do any of the above described services include political activity as defined in Section 1(o) of the Act and in the footnote below?

No ☐

**If yes, describe separately and in detail such political activity.**

The foreign agent served as the principal strategist to the registrant for purposes of developing and executing a global social media campaign on behalf of the foreign principal. Part of that campaign included social media activity focused on NGO's, foreign diplomats, and certain reporters in New York City during the 72nd Regular Session of the United Nations General Assembly, specifically during the dates of September 19 - 22.

13. The services described in Items 11 and 12 are to be rendered on a

☐ **part time basis**

☒ special basis

14. What compensation or thing of value have you received to date or will you receive for the above services?

☐ Commission at \_\_\_\_\_ % of \_\_\_\_\_

☒ **Salary:** Not based solely on services rendered to the foreign principal(s).

☐ Other thing of value \_\_\_\_\_

15. During the period beginning 60 days prior to the date of your obligation to register to the time of filing this statement, did you make any contributions of money or other things of value from your own funds or possessions and on your own behalf in connection with any election to political office or in connection with any primary election, convention, or caucus held to select candidates for any political office? Yes ☐ No ☒

**If yes, furnish the following information:**

Date	Amount or Thing of Value	Political Organization or Candidate	Location of Event
------	--------------------------	-------------------------------------	-------------------

## EXECUTION

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

**eSigned**

(Signature)

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

Matthew Atkinson  
Short Form Registration  
Question 9

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9. Indicate your connection with the primary registrant:

- |  |                                    |                                   |  |
|--|------------------------------------|-----------------------------------|--|
| <input type="checkbox"/> partner   | <input type="checkbox"/> director  | <input type="checkbox"/> employee | <input type="checkbox"/> consultant    |
| <input type="checkbox"/> officer   | <input type="checkbox"/> associate | <input type="checkbox"/> agent    | <input type="checkbox"/> subcontractor |
| <input checked="" type="checkbox"/> other ( <i>specify</i> ) <u>See attached</u> |                                    |                                   |  |

Matthew Atkinson is paid by a related company, SCL USA Incorporated, but is performing services for SCL Social Limited.

U.S. Department of Justice

Washington, DC 20530

**Registration Statement****Pursuant to the Foreign Agents Registration Act of  
1938, as amended****I-REGISTRANT****1. Name of Registrant**

SCL Social Limited

**2. Registration No. (To Be Assigned By the FARA Registration Unit)**

6473

**3. Principal Business Address**55 New Oxford Street  
London, United Kingdom  
WC1A 1BS**4. If the registrant is an individual, furnish the following information:**

(a) Residence address(es)

(b) Other business address(es), if any

(c) Nationality

(d) Year of birth

(e) Present citizenship

(f) If present citizenship not acquired by birth, state when, where and how acquired

(g) Occupation

**5. If the registrant is not an individual, furnish the following information:**(a) Type of organization: Committee ☐ Association ☐ Partnership ☐ Voluntary group ☐Corporation ☒

Other (specify) \_\_\_\_\_

(b) Date and place of organization February 19, 2013 United Kingdom

(c) Address of principal office 55 New Oxford Street, London, United Kingdom WC1A 1BS

(d) Name of person in charge Alexander Nix

(e) Locations of branch or local offices

(f) If a membership organization, give number of members

(g) List all partners, officers, directors or persons performing the functions of an officer or director of the registrant.

Name	Residence Address(es)	Position	Nationality
Alexander Nix	13 St. James Gardens London, United Kingdom W11 4RD	Chief Executive Officer	British
Julian Wheatland	Parr House, Cumnor Hill Oxford, United Kingdom OX2 9RG	Chief Operating Officer and Chief Financial Officer	British
Alexander Tayler	21 Eton Rise, Eton College Road London, United Kingdom NWC 2DE	Chief Data Officer	British

(h) Which of the above named persons renders services directly in furtherance of the interests of any of the foreign principals?  
None

(i) Describe the nature of the registrant's regular business or activity.  
Global political and election communication services.

(j) Give a complete statement of the ownership and control of the registrant.

SCL Social Limited is 100% owned by SCL Analytics.

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6. List all employees who render services to the registrant directly in furtherance of the interests of any of the foreign principals in other than a clerical, secretarial, or in a related or similar capacity.

Name	Residence Address(es)	Nature of Services
Matthew Atkinson	1800 North Oak Street, Apt. 204, Arlington, VA 22209	Principal Strategist
	110 Great Russell Street London, United Kingdom WC1B 3NA	

**II--FOREIGN PRINCIPAL**

7. List every foreign principal<sup>1</sup> for whom the registrant is acting or has agreed to act.

Foreign Principal National Media Council of UAE (via Project Associates)	Principal Address(es) 4th Street Abu Dhabi United Arab Emirates
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**III--ACTIVITIES**

8. In addition to the activities described in any Exhibit B to this statement, will you engage or are you engaging now in activity on your own behalf which benefits any or all of your foreign principals? Yes ☒ No ☐

If yes, describe fully.

SCL Social Limited is engaged through Project Associates in a global social media campaign on behalf of the National Media Council of UAE.

**IV--FINANCIAL INFORMATION**

9. (a) **RECEIPTS-MONIES**

During the period beginning 60 days prior to the date of your obligation to register<sup>2</sup> to the time of filing this statement, did you receive from any foreign principal named in Item 7 any contribution, income, or money either as compensation or for disbursement or otherwise? Yes ☒ No ☐

If yes, set forth below in the required detail and separately for each such foreign principal an account of such monies.<sup>3</sup>

Foreign Principal	Date Received	Purpose	Amount
National Media Council of UAE (via Project Associates)	September 20, 2017	Global Social Media Campaign	\$166,500.00 (exclusive of VAT)

\$166,500.00

Total

<sup>1</sup> The term "foreign principal," as defined in Section 1(b) of the Act, includes a foreign government, foreign political party, foreign organization, foreign individual and, for the purpose of registration, an organization or an individual any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign government, foreign political party, foreign organization or foreign individual.

<sup>2</sup> An agent must register within ten days of becoming an agent, and before acting as such.

<sup>3</sup> A registrant is required to file an Exhibit D if he collects or receives contributions, loans, moneys, or other things of value for a foreign principal, as part of a fundraising campaign. There is no printed form for this exhibit. (See Rule 201(e), 28 C.F.R. § 5.201(e)).

**(b) RECEIPTS-THINGS OF VALUE**

During the period beginning 60 days prior to the date of your obligation to register<sup>4</sup> to the time of filing this statement, did you receive from any foreign principal named in Item 7 anything of value<sup>5</sup> other than money, either as compensation, or for disbursement, or otherwise? Yes ☐ No ☒

If yes, furnish the following information:

Foreign Principal	Date Received	Thing of Value	Purpose
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**10. (a) DISBURSEMENT-MONIES**

During the period beginning 60 days prior to the date of your obligation to register<sup>6</sup> to the time of filing this statement, did you spend or disburse any money in furtherance of or in connection with your activities on behalf of any foreign principal named in Item 7? Yes ☒ No ☐

If yes, set forth below in the required detail and separately for each such foreign principal named including monies transmitted, if any, to each foreign principal.

Date	To Whom	Purpose	Amount
------	---------	---------	--------

See attached.

**(b) DISBURSEMENTS-THINGS OF VALUE**

During the period beginning 60 days prior to the date of your obligation to register<sup>7</sup> to the time of filing this statement, did you dispose of any thing of value<sup>8</sup> other than money in furtherance of or in connection with your activities on behalf of any foreign principal named in Item 7? Yes ☐ No ☒

If yes, furnish the following information:

Date	Recipient	Foreign Principal	Thing of Value	Purpose
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**(c) DISBURSEMENTS-POLITICAL CONTRIBUTIONS**

During the period beginning 60 days prior to the date of your obligation to register<sup>9</sup> to the time of filing this statement, did you, the registrant, or any short form registrant, make any contribution of money or other thing of value from your own funds and on your own behalf in connection with an election to any political office or in connection with any primary election, convention, or caucus held to select candidates for any political office? Yes ☐ No ☒

If yes, furnish the following information:

Date	Amount or Thing of Value	Political Organization or Candidate	Location of Event
------	--------------------------	-------------------------------------	-------------------

4, 6, 7 and 9 See Footnote 2, on page 3.

5 and 8 Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks", and the like.



**V--INFORMATIONAL MATERIALS<sup>10</sup>**

11. Will the activities of the registrant on behalf of any foreign principal include the preparation or dissemination of informational materials? Yes ☒ No ☐

IF YES, RESPOND TO THE REMAINING ITEMS IN THIS SECTION V.

12. Identify each such foreign principal.  
National Media Council of UAE

13. Has a budget been established or specified sum of money allocated to finance your activities in preparing or disseminating informational materials? Yes ☒ No ☐

If yes, identify each such foreign principal, specify amount and for what period of time.

A total contract value of \$330,000 was agreed to, which encompasses a wide range of services specific to a global social media campaign, including activities that fall outside the scope of FARA. A budget of \$75,000 was allocated for social media activities during certain days coinciding with the 72 Regular Session of the United Nations General Assembly in New York City. Only a portion of the allotted \$75,000, namely \$64,526.19, was spent on FARA-related activities covering the period of September 19 - 22.

14. Will any public relations firms or publicity agents participate in the preparation or dissemination of such informational materials? Yes ☐ No ☒

If yes, furnish the names and addresses of such persons or firms.

15. Activities in preparing or disseminating informational materials will include the use of the following:

- ☐ Radio or TV broadcasts ☐ Magazine or newspaper ☐ Motion picture films ☐ Letters or telegrams  
☒ Advertising campaigns ☐ Press releases ☐ Pamphlets or other publications ☐ Lectures or speeches  
☐ Other (specify) \_\_\_\_\_

**Electronic Communications**

- ☐ Email  
☐ Website URL(s): \_\_\_\_\_  
☒ Social media website URL(s): [https://www.facebook.com/Boycott-Qatar-2068056340082820/?ref=br\\_rs](https://www.facebook.com/Boycott-Qatar-2068056340082820/?ref=br_rs) <https://twitter.com>  
☒ Other (specify) Multiple ads on Facebook, Outbrain, Adwords, Twitter, You Tube

16. Informational materials will be disseminated among the following groups:

- ☐ Public officials ☐ Civic groups or associations  
☐ Legislators ☐ Libraries  
☐ Government agencies ☐ Educational groups  
☒ Newspapers ☐ Nationality groups  
☐ Editors ☒ Other (specify) See attachment

17. Indicate language to be used in the informational materials:

- ☒ English ☐ Other (specify) \_\_\_\_\_

<sup>10</sup> The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an agent of a foreign principal as part of an activity in itself exempt from registration, or an activity which by itself would not require registration, need not be filed pursuant to Section 4(b) of the Act.

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**VI--EXHIBITS AND ATTACHMENTS**

18. (a) The following described exhibits shall be filed with an initial registration statement:

- Exhibit A-* This exhibit, which is filed on Form NSD-3, sets forth the information required to be disclosed concerning each foreign principal named in Item 7.
- Exhibit B-* This exhibit, which is filed on Form NSD-4, sets forth the information concerning the agreement or understanding between the registrant and the foreign principal.
- (b) An Exhibit C shall be filed when applicable. This exhibit, for which no printed form is provided, consists of a true copy of the charter, articles of incorporation, association, constitution, and bylaws of a registrant that is an organization. A waiver of the requirement to file an Exhibit C may be obtained for good cause shown upon written application to the Assistant Attorney General, National Security Division, U.S. Department of Justice, Washington, DC 20530. (See Rule 201(c) and (d)).
- (c) An Exhibit D shall be filed when applicable. This exhibit, for which no printed form is provided, sets forth an account of money collected or received as a result of a fundraising campaign and transmitted for a foreign principal. (See Rule 201 (e)).

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**VII--EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>11</sup>)

October 06, 2017

/s/ Julian Wheatland

eSigned

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<sup>11</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

SCL FARA Registration  
Attachment 10a

10. (a) DISBURSEMENT-MONIES

During the period beginning 60 days prior to the date of your obligation to register<sup>5</sup> to the time of filing this statement, did you spend or disburse any money in furtherance of or in connection with your activities on behalf of any foreign principal named in Item 7? Yes ☒ No ☐

If yes, set forth below in the required detail and separately for each such foreign principal named including monies transmitted, if any, to each foreign principal.

National Media Council of UAE

Date	To Whom	Purpose	Amount
9/21 - 9/22	facebook	Ad buy	\$ 39.27
9/21 - 9/22	facebook	Ad buy	\$ 1,535.95
9/21 - 9/22	facebook	Ad buy	\$ 937.87
9/21 - 9/22	facebook	Ad buy	\$ 786.35
9/20 - 9/22	facebook	Ad buy	\$ 1,091.49
9/20 - 9/22	facebook	Ad buy	\$ 3,276.76
9/20 - 9/22	facebook	Ad buy	\$ 1,356.44
9/19 - 9/22	facebook	Ad buy	\$ 4,318.89
9/21 - 9/22	facebook	Ad buy	\$ 43.13
9/20 - 9/22	adwords	Ad buy	\$ 7,238.04
9/21 - 9/22	youtube	Ad buy	\$ 4,881.72
9/21 - 9/22	adwords	Ad buy	\$ 3,995.59
9/21 - 9/22	adwords	Ad buy	\$ 280.74
9/21 - 9/22	outbrain	Ad buy	\$ 5,058.50
9/21 - 9/22	twitter	Ad buy	\$ 5,005.35
9/21 - 9/22	twitter	Ad buy	\$ 4.17
9/21 - 9/22	twitter	Ad buy	\$ 189.35
9/21 - 9/21	twitter	Ad buy	\$ 5,130.50
9/20 - 9/22	twitter	Ad buy	\$ 2,855.17
9/19 - 9/22	twitter	Ad buy	\$ 16,450.91
9/19	Matthew Atkinson	Per diem	\$ 50.00
			<b>\$ 64,526.19</b>

SCL Social Limited  
Registration Statement  
Question 16

16. Informational materials will be disseminated among the following groups:

- |  |  |
|--|--|
| <input type="checkbox"/> Public officials      | <input type="checkbox"/> Civic groups or associations                              |
| <input type="checkbox"/> Legislators           | <input type="checkbox"/> Libraries   |
| <input type="checkbox"/> Government agencies   | <input type="checkbox"/> Educational groups  |
| <input checked="" type="checkbox"/> Newspapers | <input type="checkbox"/> Nationality groups  |
| <input type="checkbox"/> Editors               | <input checked="" type="checkbox"/> Other ( <i>specify</i> ) <u>See attachment</u> |

Please note: U.S. individuals may have been incidentally exposed to electronic communications disseminated by the registrant. However, the intended primary target audience includes NGO's, foreign diplomats, and certain reporters.

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended<sup>1</sup>**

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

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

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name and Address of Registrant**

SCL Social Limited

**2. Registration No.**

6473

**3. Name of Foreign Principal**

National Media Council of UAE (via Project Associates)

**4. Principal Address of Foreign Principal**

Al Muroor Street  
PO Box 3790  
Abu Dhabi, UAE

**5. Indicate whether your foreign principal is one of the following:**

- ☒ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- ☐ Partnership ☐ Committee
- ☐ Corporation ☐ Voluntary group
- ☐ Association ☐ Other (specify) \_\_\_\_\_
- ☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:****a) Branch or agency represented by the registrant**

National Media Council

**b) Name and title of official with whom registrant deals**

Jaber al Lamki

**7. If the foreign principal is a foreign political party, state:****a) Principal address****b) Name and title of official with whom registrant deals****c) Principal aim**

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

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

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

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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

#### EXECUTION

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

Date of Exhibit A	Name and Title	Signature
October 06, 2017	Julian Wheatland, COO/CFO	/s/ Julian Wheatland eSigned

U.S. Department of Justice

Washington, DC 20530

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

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

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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

SCL Social Limited

2. Registration No.

6473

3. Name of Foreign Principal

National Media Council of UAE (via Project Associates)

Check Appropriate Box:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☒ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

SCL Social Limited was retained by Project Associates on September 19, 2017. That contract is attached. We have been advised that Project Associates was retained by the National Media Council of UAE via an oral agreement, but we are not privy to that information. Please note, not all activities covered under the contract with Project Associates are governed by FARA.

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

The registrant is responsible for developing and executing a global social media campaign on behalf of the foreign principal. Part of that campaign included social media activity focused on NGO's, foreign diplomats, and certain reporters, in New York City during the 72nd Regular Session of the United Nations General Assembly in New York City, specifically during the dates of September 19 - 22.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant is responsible for developing and executing a global social media campaign on behalf of the foreign principal. Part of that campaign included social media activity focused on NGO's, foreign diplomats, and certain reporters in New York City during the 72nd Regular Session of the United Nations General Assembly. Please note: U.S. government officials and members of the general public may have all been incidentally exposed to electronic communications disseminated by the registrant. However, the intended primary target audience includes NGO's, foreign diplomats, and certain reporters.

## EXECUTION

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

Date of Exhibit B	Name and Title	Signature
October 06, 2017	Julian Wheatland, COO/CFO	/s/ Julian Wheatland eSigned

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



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**DATED 18 September 2017**

**(1) Project Associates (UK) Limited**

**(2) SCL Social Limited**

**CONSULTANCY AGREEMENT**

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**THIS AGREEMENT** is made the 18<sup>th</sup> day of September 2017 (the "Agreement")

**BETWEEN:**

- (1) Project Associates (UK) limited a company registered in the England and Wales, under number 4454838 whose registered office is at 235 Old Marylebone Road, London NW1 5QT ("the Company") and
- (2) SCL Social Limited a company registered in England and Wales under company number 08410560 whose registered office is 1 Westferry Circus, Canary Wharf, London, E14 4HD United Kingdom ("the Contracting Party").

Each a "Party" and together "the Parties".

**WHEREAS:**

- (1) The Company appoints the Contracting Party to provide Services (defined below) to the Company and the Contracting Party agrees to provide such Services for the Duration of the Agreement and upon the terms and conditions in the Agreement.
- (2) The relationship of the Contracting Party to the Company will be that of independent contractor and nothing in this agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose and the Contracting Party shall not hold itself out as such.

**IT IS AGREED** as follows:

**1. Definitions**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1.1 **Analysed Dataset:** any data that does not comprise solely Data (defined below) that results from Data being processed, augmented with other non-Data data, interpreted or appended with predictive scoring by equipment of methods developed by Contracting Party, including, without limitation, data, reports, results, analyses, evaluations, conclusions and other documents, records and materials in all forms and media any recommended messaging.
- 1.1.2 **Commencement Date:** 18 September 2017
- 1.1.3 **Data:** personal data as defined in the Data Protection Act 1998 and all other data.
- 1.1.4 **Data Security Obligations:** technical and organisational processes and procedures that will protect the Data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage and which include (a) technical security measures; (b) treating and

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safeguarding the Data as strictly private and confidential; (c) minimising disclosure of the Data to third parties to the fullest extent possible; (d) allowing access to the Data on a 'need to know' basis employing appropriate access controls at all times; (e) copying, reproducing and/or distributing the Data only to the extent necessary for performance of the Services and to maintain adequate back-ups to enable Data recovery in the event of damage or loss.

- 1.1.5 Data Security Obligations:** technical and organisational processes and procedures that will protect the Company's Data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage and which include (a) technical security measures; (b) treating and safeguarding the Company's Data as strictly private and confidential; (c) minimising disclosure of the Company's Data to third parties to the fullest extent possible; (d) allowing access to the Company's Data on a 'need to know' basis employing appropriate access controls at all times; (e) copying, reproducing and/or distributing the Company's Data only to the extent necessary for performance of the Services and to maintain adequate back-ups to enable data recovery in the event of damage or loss.

**1.1.6 Services:**

**1.1.6.1** As set out in clause 3.1.1 below;

**1.1.6.2** Such other services as the Company and the Contracting Party may agree upon from time to time, during the Duration of this Agreement.

**2. Duration of the Agreement**

The Agreement shall commence on the Commencement Date and continue in force until 15 October 2017 or until terminated in accordance with Clause 11. This Agreement shall operate in two phases. Phase one commences with effect from Monday 18 September 2017 and ends on Sunday 01 October 2017. Phase two commences on Monday 02 October 2017 and ends on Sunday 15 October.

**3. Parties' Obligations**

**3.1 For the duration of the Agreement the Contracting Party shall:**

**3.1.1** Provide consulting services as agreed on an ad hoc basis

**3.1.2** Keep the Company informed of progress on the Services and in particular to liaise with Rob Worthington in respect of the day-to-day performance of the Services;

**3.1.3** While the Contracting Party's method of working is entirely its own, and the Contracting Party is not subject to the control of the Company, the Contracting Party shall nevertheless use reasonable efforts to comply with the Company's reasonable requests;

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- 3.1.4 Agree that, for the duration of this Agreement, the Contracting Party will not undertake any additional activities which might reasonably lead to a conflict of interest between the Contracting Party and the best interests of the Company;
- 3.2 Contracting Party shall take reasonable steps to ensure the reliability of those of its employees, agents and subcontractors who may have access to the Company's Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of personal data and comply with applicable privacy laws.
- 3.3 Contracting Party agrees that it shall and shall procure that any employees, agents and/or subcontractors that may process the Company's Data shall:
- 3.3.1 process the Company's Data solely for the purpose of providing the Services and to fulfil Contracting Party's obligations and exercise its rights under this Agreement and for no other purpose during the term of this Agreement and thereafter;
- 3.3.2 comply with all applicable laws including privacy laws;
- 3.3.3 amend inaccurate Company Data promptly upon being notified by the data subject that the Company's Data is inaccurate, obtaining appropriate verification of the data subject's identity before making such change;
- 3.3.4 have, maintain and comply with the Data Security Obligations;
- 3.3.5 incorporate the Data Protection Notice for all data collection activities;
- 3.3.6 not cause or permit the Company's Data to be transferred outside the European Economic Area without the prior written consent of the Company;
- 3.3.7 not disclose the Company's Data to any third party in any circumstances other than with the written consent of the Company or in compliance with a legal obligation imposed upon Contracting Party;
- 3.3.8 provide such assistance as is necessary to enable the Company to comply with requests by data subjects for access to their personal data as required by applicable privacy laws;
- 3.3.9 on request from the Company, provide an up-to-date copy of the Company's Data in the format, on the media and within any reasonable time periods required by the Company; and
- 3.3.10 ensure that all promotional materials (in whatever media and channel) include details of how the person to whom such promotional materials have been sent may indicate that he does not wish to receive any further promotional materials.
- 3.3. To the extent permitted to do so by applicable law, Contracting Party shall notify the Company of all communications it receives from third parties relating to the Company's Data which suggest non-compliance by the Company, including communications from data subjects and regulatory bodies, and shall not do anything or enter into any communication with such third party unless expressly authorised to do so by the Company.
- 3.4 The Company shall:

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- 3.4.1 be solely responsible for all decisions and final determinations regarding the scheduling of delivery (timing), recipients of placement (audience), and budgeting (expenditures) for any messages based on Contracting Party Work Product (defined below); and
- 3.4.2 provide reasonable cooperation with Contracting Party to facilitate delivery the provision of Services.

#### 4. Fee

- 4.1 The Company shall pay to the Contracting Party:
  - 4.1.1 Upon execution of this Agreement USD 166,500 (exclusive of any value added tax) for the provision of the Services. The Contracting Party shall invoice the Company for its fees at the start of phase one.
  - 4.1.2 A fee of USD 166,500 (exclusive of any value added tax) for the provision of the Services. The Contracting Party shall invoice the Company for its fees at the start of phase two.
- 4.2 Any additional work outside the original scope of agreed work in phase one or phase two will be chargeable at Contracting Party's prevailing rates. The Contracting Party shall invoice the Company upon commencement of such additional work. For the avoidance of doubt nothing in this provision creates any obligation on Company to request additional work from Contracting Party.
- 4.3 Fee invoices submitted by the Contracting Party will be paid within 7 calendar days of the invoice date by electronic transfer. Where the Contracting Party is registered for Value Added Tax, any Value Added Tax shall be shown separately on the invoice.

#### 5. Expenses

- 5.1 All and any expenses incurred by the Contracting Party in relation to providing the services for this Project are the responsibility of the Contracting Party and will not be reimbursed by Project Associates.

#### 6. Late Payment

- 6.1 If the Company fails to make any payment due to the Contracting Party on the due date then, without prejudice to any other right or remedy available to the Contracting Party, the Contracting Party shall be entitled to:
  - 6.1.1 Terminate this Agreement by giving written notice to the Company provided that the Company fails to make the due payment within three working days after receiving written notice from the Contracting; and
  - 6.1.2 Charge the Company interest (both before and after any judgement) on the amount unpaid, at the rate of four (4) per cent per annum above the Bank of England base rate, until payment in full is made (a part of a month being

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treated as a full month for the purpose of calculating interest).

**7. Intentionally deleted.**

**8. Exclusivity of Service and Competition**

- 8.1 The Contracting Party agrees that they will not be in any way directly or indirectly engaged or concerned in any other business or undertaking where this may adversely and materially affect the efficient discharge of the Contracting Party's duties under this Agreement.
- 8.2 Notwithstanding the above, the Company recognises that the Contracting Party has other clients and business interests. The Company recognises that any clients or interests of the Contracting Party which pre date this agreement are not covered by clauses 8.1 above.

**9. Confidential Information**

- 9.1 Neither Party shall throughout the Duration of this Agreement (except in the proper performance of their obligations) nor at any time (without limit) after the termination thereof, directly or indirectly disclose to any person, company, business entity or other organisation whatsoever, or use for their own purposes or those of any other person, company, business entity or other organisation whatsoever; any trade secrets or confidential business information relating or belonging to the other Party or its associated companies, including but not limited to any such information relating to customers, customer lists or requirements, price lists of pricing structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formulae, specific technical information, research activities, any document marked "Confidential", or any information which they have been told is confidential or which they might reasonably expect the other Party would regard as confidential, or any information which has been given to the other Party or any associated company in confidence by customers, suppliers and other persons.
- 9.2 Neither Party shall at any time throughout the Duration of this Agreement make any notes or memoranda relating to any matter within the scope of the other Party's business, dealings or affairs otherwise than for the benefit of the other Party or any the other Party's associated companies.
- 9.3 Notwithstanding the termination or expiry of this Agreement the obligations contained in Clause 9 shall continue to apply until such time as the information is no longer confidential and/or in the case of a trade secret, no longer a trade secret. disclosure.
- 9.4 If a receiving Party is required to provide confidential information to any court or government agency pursuant to written court order, regulation or process of law,

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receiving Party will provide disclosing Party with prompt written notice of such requirement and will provide reasonable cooperation with disclosing Party in disclosing Party's attempts to protect against or limit the scope of such disclosure. To the fullest extent permitted by law, receiving Party will continue to protect as confidential and proprietary all information disclosed in response to a written court order, regulation or process of law.

## 10. Intellectual Property

- 10.1 "Intellectual Property" shall include without limitation copyright, patent, trade mark, design right, trade secrets and other similar rights whether registered or unregistered existing anywhere in the world
- 10.2 All Company's Data and Intellectual Property shall remain the property of the Company.
- 10.3 All Contracting Party's Data and Intellectual Property shall remain the property of the Contracting Party.
- 10.4 The Company grants Contracting Party a royalty-free licence during the term of this Agreement to use, edit, create databases from, copy and store the Company's Data solely for the purposes of performing and fulfilling its rights and obligations under this Agreement.
- 10.5 The Analysed Dataset (to the extent that it does not include the Company's Data) and any other thing created therefrom or created in connection therewith ("Work Product") shall be the exclusive property of Contracting Party. All Intellectual Property in the Work Product (including the Analysed Dataset) produced pursuant to this Agreement shall be owned by Contracting Party, and Contracting Party hereby grants to the Company an exclusive, non-transferrable, non-assignable license to have, use, and display the Work Product for one (1) year from the delivery of the Services.
- 10.6 Work Product prepared specifically for Company pursuant to this Agreement may not be sold or transferred to any other entity or person without the express approval of Company.
- 10.7 The Company shall use Work Product solely for Project Seahawk and except as expressly permitted in this Agreement, the Company shall not share, rent, lease, disclose or distribute the same to the public or any third parties without the prior express written consent of Contracting Party. The Company shall be required to obtain from any third parties (including Project Seahawk) to whom the Work Product is provided a signed agreement between the Company and the third party, establishing that:
  - 10.7.1 the third party shall use the Work Product only for work with the Company and in the case of Analysed Dataset in compliance with privacy laws;
  - 10.7.2 upon termination or expiration of any license, partnership, agreement, or contractual relationship, the third party will return all Work Product to the Company; and
  - 10.7.3 the third party will provide confirmation in writing that all copies of the Work Product in the third party's possession have been deleted or destroyed.
- 10.8 On termination or expiry of this Agreement:
  - 10.8.1 Contracting Party's licence to the Data shall automatically terminate; and

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10.8.2 Contracting Party shall, and shall procure that any agents and/or subcontractors it engages shall promptly destroy or deliver to the Company all data (including all copies in every form and media) in its power, possession or control, and shall provide written confirmation of such action, except as set forth in Clause 12 hereunder.

## 11. Termination

- 11.1 Either Party may terminate this Agreement at any time upon giving 7 calendar days' notice in writing without giving any reason for such termination.
- 11.2 This Agreement shall terminate, notwithstanding any other rights and remedies the Parties may have, in the following circumstances:
  - 11.2.1 Either Party fails to comply with the terms and obligations of this Agreement and such failure, if capable of remedy, is not remedied within 10 calendar days of written notice of such failure from the other Party; or
  - 11.2.2 Either Party goes into bankruptcy or liquidation - either voluntary or compulsory - save for the purposes of bona fide corporate reconstruction or amalgamation, or if a receiver is appointed over the whole or any part of that Party's assets.
- 11.3 This Agreement shall terminate with immediate effect in the case that Project Seahawk is terminated by the client.
- 11.4 Upon termination all fees payable shall be paid by Company to Contracting Party.
- 11.5 The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the Parties under this Agreement.

## 12. Return and Destruction of Property

- 12.1 On the termination of this Agreement, each Party must immediately destroy or return to the other Party in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents (and any copies thereof) and any other property belonging to the other Party or its associated companies which are in their possession or under their control. Each Party will, if so required by the other Party, confirm in writing that they have complied with their obligations under this clause.
- 12.2 Notwithstanding the foregoing, neither Party shall be required to return or destroy those copies of such property residing on backup, disaster recovery or business continuity systems and the obligations hereunder with respect to such property will survive until it is destroyed.

## 13. Notices



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- 13.1 All notices to be given under this Agreement by either Party to the other shall be in writing and in the case of Contracting Party via registered mail and in the case of Company, via registered mail or email.
- 13.2 All notices delivered in accordance with Sub-Clause 13.1 shall be deemed to be received within seven days of posting provided that the notice is sent to the following addresses in respect of each party:

Project Associates (UK) Limited: for the attention of: The Managing Director, at 30 Haymarket, St James's, London SW1Y 4EX  
Email: [Charlie.rigg@projectssociatesltd.com](mailto:Charlie.rigg@projectssociatesltd.com)

SCL Social Limited: for the attention of: Alexander Nix, at 55 New Oxford Street, London, WC1A 1BS

#### 14. The Bribery Act

Full compliance of the Company's Anti-bribery policy which is attached as appendix I is compulsory under this consultancy agreement.

#### 15. Indemnities

15.1 Subject to the limitations set forth herein, each party shall indemnify the other against any costs, claims, expenses (including reasonable legal costs) damages, liabilities, actions and proceedings brought against such other by any third party arising out of a breach of this Agreement by the indemnifying party (or an employee, agent or subcontractor of such party). Except as expressly provided herein the total aggregate liability of Contracting Party will be limited to the fees (which may include interest on past due amounts) for this Agreement.

15.2 The Company recognises that Work Product will be provided on an "as is" basis and Contracting Party makes no warranty, express or implied, regarding the timeliness, accuracy or completeness of any proprietary information included in such Work Product. Except as specifically set forth herein, Contracting Party hereby disclaims all warranties (express or implied) with respect to the Services and Work Product. To the extent Contracting Party may not, as a matter of applicable law, disclaim any warranty, the scope and duration of such warranty shall be limited to the minimum permitted under such applicable law.

#### 16. Dispute resolution

- 16.1 Contracting Party and the Company agree that any and all disputes arising under or pertaining to this Agreement, including disputes regarding billing and expenses and scope and nature of services, shall be resolved, if possible, by non-binding mediation conducted by a mutually acceptable mediator in London, England. The mediation

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process may be initiated by a written request with a list of acceptable mediators, with preference given to neutral former judges.

16.2. Company and Contracting Party also agree that in the event that mediation is not successful, any and all disputes arising under or pertaining to this engagement, including disputes regarding billing and expenses and scope and nature of services, shall be conducted according to the Arbitration Act.

16.3. The arbitration will be conducted by three arbitrators, with preference given to neutral former judges. Venue and choice of law of the arbitration shall be in London Court of International Arbitration, London, England. Company and Contracting Party agree and recognise that the arbitration process includes, among other things, a waiver of the right to a jury trial, waiver of the right to an appeal, waiver of the right to broad disclosure under the Civil Procedure Rules, and will involve upfront costs and expenses.

16.4. The costs and expenses of the mediators and arbitrators, along with other costs and expenses associated with the proceedings, shall be split equally between the Parties. Each Party shall bear its own costs and expenses, including legal fees and other costs associated with the presentation of its case.

#### 17. Assignment

Neither Party shall be entitled to assign its rights or benefits and/or transfer its obligations or burdens under this Agreement or any other agreement under which the Data are or are to be processed in each case, whether in whole or in part.

#### 18. Entire agreement

This Agreement and the documents referred to in it constitute the entire understanding and agreement of the parties in relation to the provision of the Services and supersede all prior agreements, discussions, negotiations, arrangements and understandings of the parties and/or their representatives in relation to such processing. However, nothing in this Agreement shall exclude or limit either party's liability for fraudulent misrepresentation in relation to this Agreement whether occurring before or after the Commencement Date.

#### 19. Further Assurance

Each party will do and execute and/or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.

#### 20. Survival

Termination or expiry of this Agreement for any reason will not affect any rights or liabilities that have accrued prior to such termination or expiry, or the coming into force, or continuance in force, of

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any term that is expressly or by implication intended to come into, or continue in force, on or after termination or expiry.

**21. Waiver**

Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement will not operate as a waiver of that right or remedy.

**22. Severance**

The Parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent.

**23. Security Events**

**23.1** In case of any loss of, actual or attempted unauthorized or unlawful access to, acquisition of, use of, or disclosure of the other Party's confidential information ("Security Event"), each Party shall:

**23.1.1** Notify the other Party as soon as practicable if it learns or has reason to believe a Security Event has occurred within such Party's custody or control; and

**23.1.2** provide reasonable assistance to the other Party in providing notice of a Security Event; and

**23.1.3** reasonably cooperate in good faith with the other Party to investigate, mitigate any harmful effects, and resolve the Security Event; and

**23.1.4** document responsive actions taken related to any Security Event.

**23.2** Each Party acknowledges and agrees that, except as otherwise required by applicable law, with respect to a Security Event:

**23.2.1** it shall not inform any third party of the Security Event without first obtaining the other Party's prior written consent, other than to inform a complainant that the matter has been forwarded to the other Party; and

**23.2.2** the other Party shall have the sole right to determine whether notice of the Security Event is to be provided to any individuals, government entities, consumer reporting agencies, or others, and the contents of any such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

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- 23.3. With respect to each Security Event, Contracting Party, in cooperation with Company, shall promptly (and in any event as soon as reasonably practicable) perform a root cause analysis and prepare a corrective action plan, and if Company so requests, prepare a written report and detailed information, including how and when such Security Event occurred and what reasonably necessary actions Contracting Party is taking to remedy and prevent the recurrence of such Security Event.

**24. Warranties**

**24.1 Each Party warrants that:**

- 24.1.1. it has full and due authority to enter into this Agreement and that doing so will not cause it to be in breach of any other contract or order of any competent court or regulatory authority; and  
24.1.2. it has not done and shall not do or, where they have a duty to act, have not omitted to do and shall not omit to do anything in breach of applicable privacy laws.

**25. Counterparts**

This Agreement may be entered into in any number of counterparts and by the Parties on separate documents all of which taken together will constitute one and the same instrument.

**26. Third-party rights**

In all cases, a person who is not a party to this Agreement shall not be entitled to benefit or have any rights to enforce any of its provisions and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

**27. Force majeure**

Neither Party shall be responsible for any failure to perform (except for payment obligations) due to unforeseen circumstances or to causes beyond its control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, earthquakes, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labour or materials, catastrophic server failure or failures of telecommunications or electrical power supplies. A Party whose performance is affected by a force majeure event shall be excused from such performance to the extent required by the force majeure event so long as such party takes all reasonable steps to avoid or remove such causes of non-performance and immediately continues performance whenever and to the extent such causes are removed.

**28. No Variation**

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This Agreement can only be amended by a written instrument which (i) specifically refers to the provision(s) of this Agreement to be amended and (ii) is signed by authorised signatories of both Parties.

## 29. Governance

This Agreement is to be governed by and construed in accordance with the laws of England.

SIGNATURES	
Signed for and on behalf of Project Associates Ltd	Signed for and on behalf of SCL Social Limited
	
Name: ROBERT WORTHINGTON	Name: JULIAN WHEATLAND
Date: 17/07/17	Date: 19/9/17
Title: DIRECTOR	Title: GROUP COO

File Copy



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

**Company No. 8410560**

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

**SCL SOCIAL LIMITED**

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 19th February 2013



\*N08410560B\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**Companies House**  
— for the record —

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**  
— for the record —

**IN01(ef)**

**Application to r**

*Received for filing in Electronic Format on the 19/02/2013*

**X22K7SVT**

**Company Name  
in full** **SCL SOCIAL LIMITED**

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

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

**Proposed Register  
Office Address.** **26 MOUNT ROW  
4TH FLOOR  
LONDON  
UNITED KINGDOM  
W1K 3SQ**

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

**Company Director** 1

**Type** Person  
**Full forename(s)** MR ALEXANDER

**Surname** NIX

**Former names**

**Service Address recorded as Company's registered office**

**Country/State Usually Resident** UNITED KINGDOM

**Date of Birth** **Nationality** UK

**Occupation** COMMUNICATIONS

**Consented to Act** Y **Date authorised** 19/02/2013 **Authenticated** YES



**Statement of Capital (Share Capital)**


---

<b>Class of shares</b>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>100</b>
		<i>Aggregate nominal value</i>	<b>100</b>
<i>Currency</i>	<b>GBP</b>	<i>Amount paid per share</i>	<b>0</b>
		<i>Amount unpaid per share</i>	<b>0</b>

*Prescribed particulars*

**EACH SHARE HAS FULL RIGHTS IN THE COMPANY WITH RESPECT TO VOTING, DIVIDENDS AND DISTRIBUTIONS.**

**Statement of Capital (Totals)**


---

<i>Currency</i>	<b>GBP</b>	<i>Total number of shares</i>	<b>100</b>
		<i>Total aggregate nominal value</i>	<b>100</b>

## Initial Shareholdings

---

*Name.*     ALEXANDER NIX

*Address*   13 ST. JAMES'S GARDENS  
              LONDON  
              UNITED KINGDOM  
              W11 4RD

*Class of share*     ORDINARY

*Number of shares*     100

*Currency*             GBP

*Nominal value of  
each share*             1

*Amount unpaid*        0

*Amount paid*          0

**Statement of Compliance**

---

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

*Name* ALEXANDER NIX

*Authenticated* YES

---

**Authorisation**

*Authoriser Designation* subscriber

*Authenticated* Yes

---

## **COMPANY HAVING A SHARE CAPITAL**

### **Memorandum of association of SCL SOCIAL LIMITED**

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

---

**Name of each subscriber**

Alexander Nix

---

**Authentication**

Authenticated Electronically

---

**Dated. 19/02/2013**



Companies House

**COMPANY NAME:** SCL SOCIAL LIMITED  
**COMPANY NUMBER:** 08410560

**Date of birth was removed from public register on 16/12/2014 as it was factually inaccurate.**

## SCHEDULE 1

Regulation 2

# MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY SHARES

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**PART 1**  
**INTERPRETATION AND LIMITATION OF LIABILITY**

**Defined terms**

**1. In the articles, unless the context requires otherwise—**

“articles” means the company’s articles of association;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 39;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“distribution recipient” has the meaning given in article 31;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“fully paid” in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

“hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

“holder” in relation to shares means the person whose name is entered in the register of

members as the holder of the shares;

“instrument” means a document in hard copy form;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 45;



"shareholder" means a person who is the holder of a share;

"shares" means shares in the company;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a

shareholder or otherwise by operation of law; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

#### **Liability of members**

2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

##### **Directors' general authority**

3. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

##### **Shareholders' reserve power**

- 4.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.  
(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

##### **Directors may delegate**

- 5.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
  - (a) to such person or committee;
  - (b) by such means (including by power of attorney);

- (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions;
- as they think fit.

- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **Committees**

6.—(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

### **DECISION-MAKING BY DIRECTORS**

#### **Directors to take decisions collectively**

7.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

- (a) the company only has one director, and
  - (b) no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

#### **Unanimous decisions**

8.—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

#### **Calling a directors' meeting**

9.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

- (2) Notice of any directors' meeting must indicate—
  - (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

#### **Participation in directors' meetings**

- 10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
- (a) the meeting has been called and takes place in accordance with the articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### **Quorum for directors' meetings**

- 11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
- (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

#### **Chairing of directors' meetings**

- 12.—(1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### **Casting vote**

13.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### **Conflicts of interest**

14.—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

(3) This paragraph applies when—

(a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

(b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making

processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

(7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

**Records of decisions to be kept**

15. The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

**Directors' discretion to make further rules**

16. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

**APPOINTMENT OF DIRECTORS**

**Methods of appointing directors**

17.—(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

(2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances

rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

**Termination of director's appointment**

18. A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

#### **Directors' remuneration**

- 19.—(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

#### **Directors' expenses**

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
  - (b) general meetings, or
  - (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

### **PART 3**

## **SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **All shares to be fully paid up**

- 21.—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

#### **Powers to issue different classes of share**

**22.—**(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

**Company not bound by less than absolute interests**

**23.** Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

**Share certificates**

**24.—**(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

(4) If more than one person holds a share, only one certificate may be issued in respect of it.

(5) Certificates must—

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts.

**Replacement share certificates**

**25.—**(1) If a certificate issued in respect of a shareholder's shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate—

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

**Share transfers**

26.—(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

(3) The company may retain any instrument of transfer which is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

#### **Transmission of shares**

27.—(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

(2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

(3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

#### **Exercise of transmittees' rights**

28.—(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

(2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

(3) Any transfer made or executed under this article is to be treated as if it were made or

executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

#### **Transmittees bound by prior notices**

29. If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

### **DIVIDENDS AND OTHER DISTRIBUTIONS**

#### **Procedure for declaring dividends**



- 30.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- (2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- (5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

#### **Payment of dividends and other distributions**

- 31.—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
  - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—
- (a) the holder of the share; or
  - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
  - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

#### **No interest on distributions**

32. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the company.

#### **Unclaimed distributions**

- 33.—(1) All dividends or other sums which are—
- (a) payable in respect of shares, and
  - (b) unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- (3) If—
- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
  - (b) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

#### **Non-cash distributions**

- 34.—(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- (2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—
- (a) fixing the value of any assets;
  - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
  - (c) vesting any assets in trustees.

#### **Waiver of distributions**

35. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—
- (a) the share has more than one holder, or
  - (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

## CAPITALISATION OF PROFITS

### Authority to capitalise and appropriation of capitalised sums

36.—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
  - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- (2) Capitalised sums must be applied—
- (a) on behalf of the persons entitled, and
  - (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the articles the directors may—
- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
  - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
  - (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

## PART 4

### DECISION-MAKING BY SHAREHOLDERS

#### ORGANISATION OF GENERAL MEETINGS

### Attendance and speaking at general meetings

37.—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

- (2) A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

(4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **Quorum for general meetings**

38. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

#### **Chairing general meetings**

39.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

#### **Attendance and speaking by directors and non-shareholders**

40.—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.

(2) The chairman of the meeting may permit other persons who are not—

(a) shareholders of the company, or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

#### **Adjournment**

41.—(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
  - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
  - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## VOTING AT GENERAL MEETINGS

### Voting: general

42. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

### Errors and disputes

- 43.—(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

### Poll votes

- 44.—(1) A poll on a resolution may be demanded—
- (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by—
- (a) the chairman of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or

- (d) a person or persons representing not less than one-tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if—
  - (a) the poll has not yet been taken, and
  - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### **Content of proxy notices**

45.—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—

- (a) states the name and address of the shareholder appointing the proxy;
  - (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
  - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### **Delivery of proxy notices**

- 46.—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

#### **Amendments to resolutions**

- 47.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## PART 5

### ADMINISTRATIVE ARRANGEMENTS

#### Means of communication to be used

- 48.—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### Company seals

- 49.—(1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is—
- (a) any director of the company;
  - (b) the company secretary (if any); or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

**No right to inspect accounts and other records**

50. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

**Provision for employees on cessation of business**

51. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

**DIRECTORS' INDEMNITY AND INSURANCE**

**Indemnity**

52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

**Insurance**

53.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

- (a) a "relevant director" means any director or former director of the company or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.



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THE ALLOTMENT OF 100 SHARES IN THE CAPITAL  
OF THE TRANSFEREE.

Certificate lodged with the Registrar

Consideration Money £

(For completion by the Registrar/Stock Exchange)

Name of  
Undertaking.

SCL SOCIAL LIMITED (registered number 08410560)

Description of  
Security.

Ordinary shares of £1.00 each

Number or amount  
of Shares, Stock or  
other security and,  
in figures column  
only, number and  
denomination of  
units, if any.

Words

One hundred

Figures

100

(100

units of

£1

)

Name(s) of  
registered holder(s)  
should be given in  
full: the address  
should be given  
where there is only  
one holder.

In the name(s) of

ALEXANDER NIX

If the transfer is not  
made by the  
registered holder(s)  
insert also the  
name(s) and  
capacity (e.g.,  
Executor(s)) of the  
person(s) making  
the transfer.

13 ST JAMES'S GARDENS  
LONDON  
UNITED KINGDOM  
W11 4RD

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s)  
named below.

Signature(s) of transferor(s)

1.

2.

3.

4.

A body corporate should execute this transfer under its common seal or otherwise  
in accordance with applicable statutory requirements

Stamp of Selling Broker(s) or, for transactions which are not  
stock exchange transactions, of Agent(s), if any, acting for the  
Transferor(s)

Date 9 NOVEMBER 2015

Full name(s) full postal  
address(es) (including  
County or, if applicable  
Postal District number) of  
the person(s) to whom the  
security is transferred.

SCL ANALYTICS LIMITED (registered number 09838667)

Please state title, if any, or  
whether Mr., Mrs., or Miss.

C/O PKF LITTLEJOHN  
2ND FLOOR, 1 WESTFERRY CIRCUS  
CANARY WHARF  
LONDON  
E14 4HD

Please complete in  
typewriting or in BLOCK  
CAPITALS

I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)

Stamp or name and address of person lodging this form  
(if other than the Buying Broker(s))

Reference to the Registrar in this Form means the registrar or registration agent of the undertaking NOT the Registrar of Companies at  
Companies House.

CON40/1

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21c

**SCL SOCIAL LIMITED (Company)**  
(company number 08410560)

**Minutes of a meeting of the sole director**

**Held at:** CK International House, 1-6 Yarmouth Place, Mayfair, London, W1J 7BU  
**On:** 09/11/2015  
**At:** 9.45 a.m.  
**Present:** Alexander Nix  
**In attendance:** Julian Wheatland

**1. Quorum**

The sole director reported that the meeting was quorate.

**2. Purpose of the meeting**

The sole director reported that agreement had been reached between the shareholder of the Company and SCL Analytics Limited for the sale and purchase of the whole of the issued share capital of the Company and this meeting had been convened so that the Company could consider approving the transfer.

**3. Director's Duties and Interest**

- 3.1 The sole director was reminded of his obligations to comply with his duties to the Company, including the duties set out in sections 171 to 177 Companies Act 2006 (CA 2006). These included a duty to declare interests in proposed transactions and arrangements with the Company.
- 3.2 In accordance with section 177 CA 2006 and the articles of association of the Company the sole director declared the nature and extent of his interests in the matters to be discussed.
- 3.3 The sole director was reminded of the requirement to comply with the duty to avoid a situation in which a director has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, unless authorised either by directors independent of the conflict as permitted by CA 2006 or authorised in one of the other ways permitted by the legislation.
- 3.4 It was noted that under the Company's articles of association, the sole director was entitled to vote and count in the quorum on all the business to be considered at the meeting.

**4. Share transfers**

- 4.1 There was produced to and considered by the meeting the following transfer of shares in the capital of the Company:

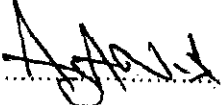
<i>Name of transferor</i>	<i>Name of transferee</i>	<i>Number of ordinary shares of £1.00 each</i>
Alexander Nix	SCL Analytics Limited	100

- 4.2 It was resolved that, subject to their being duly stamped (if applicable), such transfers be approved, the name of the transferee be entered in the register of

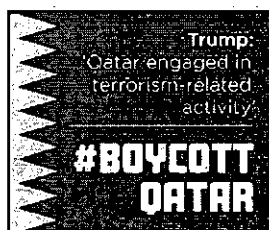
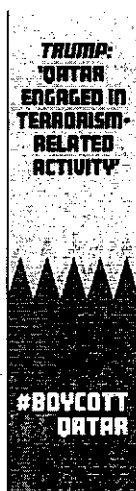
members of the Company as the holder of such shares and that a share certificate be issued accordingly.

5. **Other business**

There being no other business, the sole director declared the meeting closed.



Sole director



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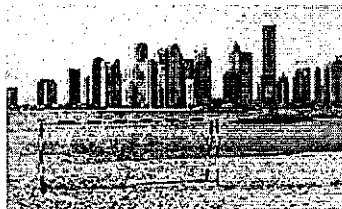
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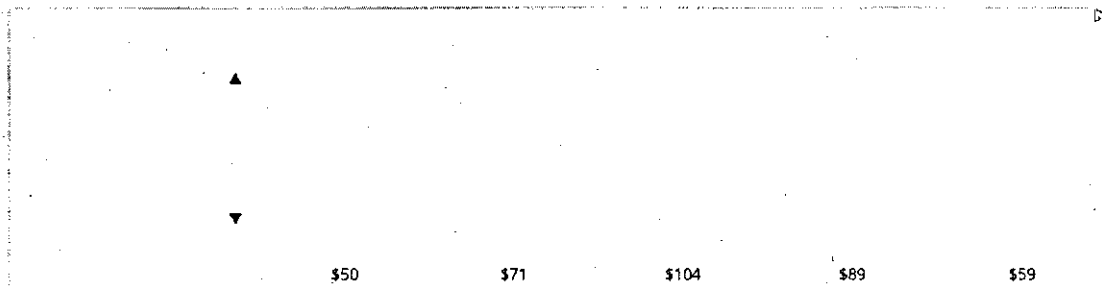


## Links to Independent News Articles (Articles Attached)

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<https://www.neweurope.eu/article/charity-investigated-terror-ties-received-qatar-funding/>

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Voices

## How Qatar being forced to stop funding terrorism led to Hamas and Fatah reconciling

For years, Egypt has sought to improve relations between both parties operating in the Palestinian territories. Now it seems like something has actually changed – but what will Qatar do next?

Abdellatif El-Menawy | Thursday 21 September 2017 14:29 BST | 14 comments



Sheikh Tamim bin Hamad Al Thani said Qatar remains open to dialogue AP

Daily Edition

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have a vested interest in seeing the conclusion of a successful peace process between Hamas and Fatah, let alone with Israel – given their staunch opposition to the Quartet's regional influence.

Nonetheless, the GCC's sanctions on Qatar severely weakened Hamas' strongest supporters and put the group under significant pressure in Gaza. Faced with growing unpopularity due to Fatah's cuts to Gaza's electricity supply in a climate of Fatah-imposed salary cuts on Gaza government employees and high levels of unemployment, Hamas had little choice but to reconcile with Fatah.



UAE: Diplomacy will be given 'one or two more chances' before they 'part ways' with Qatar

Yet the reconciliation may well be a precursor of things to come. Qatar's regional proxies are coming under increasing pressure as the country itself can no longer afford to fund their operations.

Under these circumstances, the question remains: what will Qatar do next? If it has no intention of taking steps to reverse its diplomatic isolation, it may decide to re-engage with these extremist groups the moment the spotlight moves elsewhere. That would be a dangerous outcome that must be avoided at all costs.

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PUBLISHED 04:31 SEPTEMBER 19, 2017

UPDATED 15:55 SEPTEMBER 26, 2017

## Charity investigated for terror ties received Qatar funding

By Luigi Baresi (<https://www.neweurope.eu/author/luigi-baresi/>)

International Affairs, New Europe

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*"This article has been edited to add more accurate information."*

A controversial charity that has been investigated by several countries for its links to extremism appears to be bankrolled by the State of Qatar. Muslim Aid (<https://www.muslimaid.org/>), a London-based charity with thirteen offices around the world, has received at least a million euros since 2011 from the Qatari government or one of its state-supported charities. In the past, the organisation has been investigated by the governments of England, Wales (<http://www.telegraph.co.uk/news/uknews/terrorism-in-the-uk/11263309/Terror-link-charities-get-British-millions-in-Gift-Aid.html>), Spain (<http://edition.cnn.com/2002/WORLD/europe/12/08/spain.alqaeda/>) and Bangladesh (<http://www.thedailystar.net/news-detail-80287>) over its alleged funding of terrorist movements. Muslim Aid was also banned in Israel ([http://www.mfa.gov.il/mfa/pressroom/2008/pages/defense%20minister%](http://www.mfa.gov.il/mfa/pressroom/2008/pages/defense%20minister%20press%20conference%202008)

20signs%20order%20banning%20hamas-affiliated%20charitable%  
20organizations%207-jul-2008.aspx) in 2008 for supporting Hamas' fundraising  
network, designated a terrorist group in the West  
([https://en.wikipedia.org/wiki/List\\_of\\_designated\\_terrorist\\_groups](https://en.wikipedia.org/wiki/List_of_designated_terrorist_groups)). According to  
information provided by Muslim Aid's legal representatives, the UK government  
did not find "any evidence that it had illegally funded any proscribed or  
designated entities".

In the UK, Muslim Aid was cleared by the first investigation into the charity,  
finding that there was no link to Syria or terrorism-related activity. Michelle  
Russell, Head of Investigations and Enforcement at the Charity Commission said  
at the time of the announcement, "It is important for the public to understand  
that opening an inquiry is not in itself a finding of wrong doing".

But as a result of that investigation, the Commission appointed an Interim  
Manager in order to assist Muslim Aid in improving its governance and financial  
management.

And even though the Spanish government has not, to New Europe's knowledge,  
found links of Muslim Aid to terrorist activities, the history of allegations and  
ban in Israel may be particularly distressing for Spain, which has allowed Qatar  
to build up to 150 mosques in the country until 2020. In 2002, a Spanish police  
report found that Muslim Aid sent funds to Mujahideen fighters in Bosnia, which  
Spanish troops had fought to pacify in the decade preceding. Spain has recently  
had to deal with its own radicalization issues, and its leaders may be  
disconcerted that so many new mosques are under construction with oversight  
from Muslim Aid.

The State of Qatar gave almost 150,000 euros to Muslim Aid in 2011, at exactly the moment that Doha became emboldened by an Arab Spring it thought would help it overthrow rival regimes in the region. When protests erupted on Middle Eastern streets, the then Qatari emir, Sheik Hamad bin Khalifa al-Thani, is seen as having found an opportunity to establish a new regional order, with himself at its apex. Qatar is accused of seeking to generate and benefit from pockets of unrest (<https://www.alaraby.co.uk/english/news/2017/8/16/bahrain-state-tv-accuses-qatar-of-leading-anti-government-protests>) in the region. In 2012, the emir pledged (<http://www.nytimes.com/2012/10/24/world/middleeast/pledging-400-million-qatari-emir-makes-historic-visit-to-gaza-strip.html?mcubz=3&mtrref=www.google.com>) \$400 million to Hamas and became the first head of state to visit the Gaza Strip since Hamas took full control of it in 2007. Sources say the former fuelled local militias with guns and money, no matter how radical, to support this enterprise.

By 2013, it was clear the strategy had failed. But Qatar continued to channel money to Muslim Aid via a charity called Al Asmakh, which is based out of Doha and has strong ties to the government. Al Asmakh gave almost a million euros over the next two years. In the UK Muslim Aid formed the basis of a second inquiry. The results of the statutory inquiry were never published

Qatar is currently the subject of a three-and-a-half month boycott ([http://country.eiu.com/article.aspx?](http://country.eiu.com/article.aspx?articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt)

[articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt](http://country.eiu.com/article.aspx?articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt) by its former Gulf allies. They accuse it of supporting terrorist groups like Hamas and the Nusra Front, and fomenting extremism through a national broadcaster (Al Jazeera Arabic) that cynically incites sectarian tensions for political purposes. Qatar denies these charges. However, this week Hamas announced a rapprochement (<https://www.theguardian.com/world/2017/sep/17/palestinian->

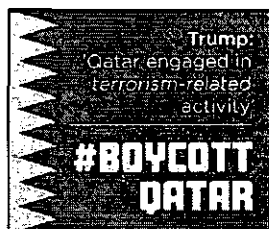
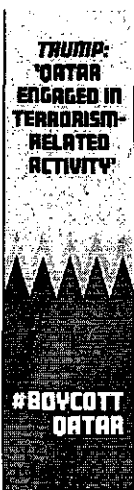
elections-hamas-fatah-gaza-feud) with its bitter Palestinian rival, Fatah. Many commentators view this as a direct result of the pressure placed on Qatar to end its support for Hamas, which has no option but to return to the negotiating table now that it has lost its principal backer.

See also: Qatar set to try to dominate UN General Assembly

(<https://www.neweurope.eu/article/qatar-seeks-dominate-un-general-assembly/>)

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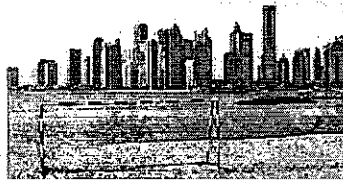


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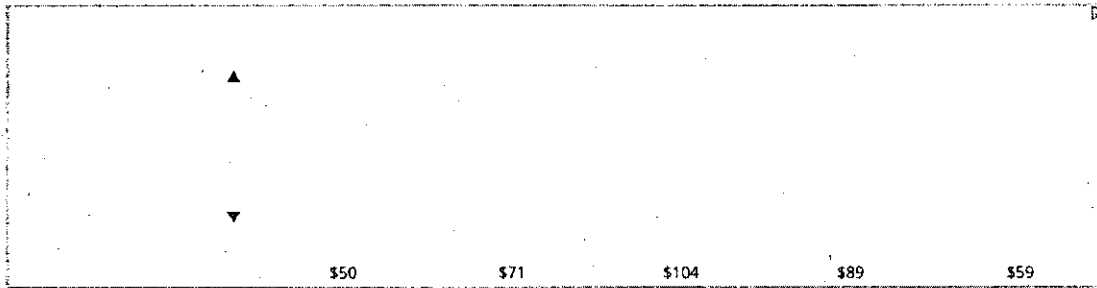


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## How Qatar being forced to stop funding terrorism led to Hamas and Fatah reconciling

For years, Egypt has sought to improve relations between both parties operating in the Palestinian territories. Now it seems like something has actually changed – but what will Qatar do next?

Abdellatif El-Menawy | Thursday 21 September 2017 14:29 BST | 14 comments



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In this respect, Egypt's role in progressing the rapprochement through brokering talks between Hamas and Mohammed Dahlan, the exiled former Fatah leader currently residing in the UAE, is instructive.

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have a vested interest in seeing the conclusion of a successful peace process between Hamas and Fatah, let alone with Israel – given their staunch opposition to the Quartet's regional influence.

Nonetheless, the GCC's sanctions on Qatar severely weakened Hamas' strongest supporters and put the group under significant pressure in Gaza. Faced with growing unpopularity due to Fatah's cuts to Gaza's electricity supply in a climate of Fatah-imposed salary cuts on Gaza government employees and high levels of unemployment, Hamas had little choice but to reconcile with Fatah.



UAE: Diplomacy will be given 'one or two more chances' before they 'part ways' with Qatar

Yet the reconciliation may well be a precursor of things to come. Qatar's regional proxies are coming under increasing pressure as the country itself can no longer afford to fund their operations.

Under these circumstances, the question remains: what will Qatar do next? If it has no intention of taking steps to reverse its diplomatic isolation, it may decide to re-engage with these extremist groups the moment the spotlight moves elsewhere. That would be a dangerous outcome that must be avoided at all costs.

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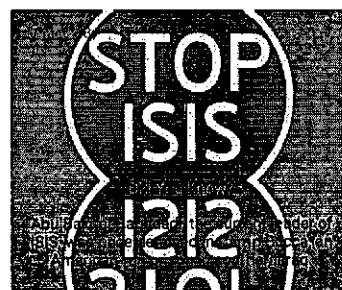
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PUBLISHED 04:31 SEPTEMBER 19, 2017

UPDATED 15:55 SEPTEMBER 26, 2017

## Charity investigated for terror ties received Qatar funding

By Luigi Baresi (<https://www.neweurope.eu/author/luigi-baresi/>)

International Affairs, New Europe

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*"This article has been edited to add more accurate information."*

A controversial charity that has been investigated by several countries for its links to extremism appears to be bankrolled by the State of Qatar. Muslim Aid (<https://www.muslimaid.org/>), a London-based charity with thirteen offices around the world, has received at least a million euros since 2011 from the Qatari government or one of its state-supported charities. In the past, the organisation has been investigated by the governments of England, Wales (<http://www.telegraph.co.uk/news/uknews/terrorism-in-the-uk/11263309/Terror-link-charities-get-British-millions-in-Gift-Aid.html>), Spain (<http://edition.cnn.com/2002/WORLD/europe/12/08/spain.alqaeda/>) and Bangladesh (<http://www.thedailystar.net/news-detail-80287>) over its alleged funding of terrorist movements. Muslim Aid was also banned in Israel ([http://www.mfa.gov.il/mfa/pressroom/2008/pages/defense%20minister%](http://www.mfa.gov.il/mfa/pressroom/2008/pages/defense%20minister%20statement%20on%20banning%20muslim%20aid%20from%20israel)

20signs%20order%20banning%20hamas-affiliated%20charitable%20organizations%207-jul-2008.aspx) in 2008 for supporting Hamas' fundraising network, designated a terrorist group in the West ([https://en.wikipedia.org/wiki/List\\_of\\_designated\\_terrorist\\_groups](https://en.wikipedia.org/wiki/List_of_designated_terrorist_groups)). According to information provided by Muslim Aid's legal representatives, the UK government did not find "any evidence that it had illegally funded any proscribed or designated entities".

In the UK, Muslim Aid was cleared by the first investigation into the charity, finding that there was no link to Syria or terrorism-related activity. Michelle Russell, Head of Investigations and Enforcement at the Charity Commission said at the time of the announcement, "It is important for the public to understand that opening an inquiry is not in itself a finding of wrong doing".

But as a result of that investigation, the Commission appointed an Interim Manager in order to assist Muslim Aid in improving its governance and financial management.

And even though the Spanish government has not, to New Europe's knowledge, found links of Muslim Aid to terrorist activities, the history of allegations and ban in Israel may be particularly distressing for Spain, which has allowed Qatar to build up to 150 mosques in the country until 2020. In 2002, a Spanish police report found that Muslim Aid sent funds to Mujahideen fighters in Bosnia, which Spanish troops had fought to pacify in the decade preceding. Spain has recently had to deal with its own radicalization issues, and its leaders may be disconcerted that so many new mosques are under construction with oversight from Muslim Aid.

The State of Qatar gave almost 150,000 euros to Muslim Aid in 2011, at exactly the moment that Doha became emboldened by an Arab Spring it thought would help it overthrow rival regimes in the region. When protests erupted on Middle Eastern streets, the then Qatari emir, Sheik Hamad bin Khalifa al-Thani, is seen as having found an opportunity to establish a new regional order, with himself at its apex. Qatar is accused of seeking to generate and benefit from pockets of unrest (<https://www.alaraby.co.uk/english/news/2017/8/16/bahrain-state-tv-accuses-qatar-of-leading-anti-government-protests>) in the region. In 2012, the emir pledged (<http://www.nytimes.com/2012/10/24/world/middleeast/pledging-400-million-qatari-emir-makes-historic-visit-to-gaza-strip.html?mcubz=3&mtrref=www.google.com>) \$400 million to Hamas and became the first head of state to visit the Gaza Strip since Hamas took full control of it in 2007. Sources say the former fuelled local militias with guns and money, no matter how radical, to support this enterprise.

By 2013, it was clear the strategy had failed. But Qatar continued to channel money to Muslim Aid via a charity called Al Asmakh, which is based out of Doha and has strong ties to the government. Al Asmakh gave almost a million euros over the next two years. In the UK Muslim Aid formed the basis of a second inquiry. The results of the statutory inquiry were never published

Qatar is currently the subject of a three-and-a-half month boycott

([http://country.eiu.com/article.aspx?](http://country.eiu.com/article.aspx?articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt)

[articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt](http://country.eiu.com/article.aspx?articleid=1235506107&Country=Qatar&topic=Politics&subtopic=Forecast&subsubt) by its former Gulf allies. They accuse it of supporting terrorist groups like Hamas and the Nusra Front, and fomenting extremism through a national broadcaster (Al Jazeera Arabic) that cynically incites sectarian tensions for political purposes. Qatar denies these charges. However, this week Hamas announced a rapprochement (<https://www.theguardian.com/world/2017/sep/17/palestinian->

elections-hamas-fatah-gaza-feud) with its bitter Palestinian rival, Fatah. Many commentators view this as a direct result of the pressure placed on Qatar to end its support for Hamas, which has no option but to return to the negotiating table now that it has lost its principal backer.

See also: Qatar set to try to dominate UN General Assembly  
(<https://www.neweurope.eu/article/qatar-seeks-dominate-un-general-assembly/>)

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