

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://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: <http://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: <http://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, Counterespionage 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 Daniel J. Edelman, Inc., 200 E Randolph Drive, 63rd Floor, Chicago, IL 60601		2. Registration No. 3634						
3. Name of Foreign Principal Liu Yandong, Vice Premier, China	4. Principal Address of Foreign Principal Office of State Council Beijing, China							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Chinese State Counsel								
b) Name and title of official with whom registrant deals Liu Yandong, Vice Premier								
7. If the foreign principal is a foreign political party, state:								
a) Principal address N/A								
b) Name and title of official with whom registrant deals								
c) Principal aim								

Formerly CRM-157

FORM NSD-3
Revised 03/11

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.

N/A

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.)*

N/A

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.

N/A

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 November 18, 2013	Name and Title Randall Corley Global Compliance Officer	Signature /s/ Randall Corley	eSigned
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U.S. Department of Justice

Washington, DC 20530

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

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

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, Counterespionage 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 Daniel J. Edelman, Inc.	2. Registration No. 3634
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3. Name of Foreign Principal

Liu Yandong, Vice Premier, China

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.

Edelman has been contracted by a third party, Túr Partners, to provide services in conjunction with the Chinese Vice Premier's U.S. visit. Edelman to provide communications and event support for the China Vice Premier visit to Chicago, IL and Washington, D.C.

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

Edelman will coordinate event locations and itineraries, monitor media coverage and develop materials such as press releases.

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.

Edelman will coordinate event locations and itineraries, monitor media coverage and develop materials such as press releases. The purpose of the Vice Premier's trip is to encourage a people to people exchange between China and the United States, focused on education, technology, science, human healthcare, sports and not-for-profits.

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
November 18, 2013	Randall Corley	/s/ Randall Corley 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.

EXHIBIT A

**Tur Partners and Edelman
STATEMENT OF WORK
PROJECT NAME: Chinese Vice Premier U.S. Tour**

Pursuant to the Agreement by and between Tur Partners LLC ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated October 22, 2013, this Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

Edelman will provide communications, media relations, and event support for the Chinese Vice Premier Liu Yandong's visit to Chicago and Washington D.C from November 17 through November 22. Edelman will be working directly for Tur Partners to support the visit and related events.

Only the items listed here are included in this SOW.

Deliverables/Milestones & Timeline

Program Element	Activities	Start & End Dates	Est. Fees	Est. Expenses	Est. Total
Planning & Project Management	<ul style="list-style-type: none"> Develop "Run of Show" plan based on current schedule, Edelman recommendations, and budget. Manage all front end communications and work closely with Tur Partners Assist Tur Partners in scheduling events or meetings for the Vice Premier 	October 22, 2013	\$100,000	\$10,000	\$110,000
Advance Work	<p>Conduct site examination, coordinate with third parties, and prepare "Run of Show" briefing books for meetings.</p> <ul style="list-style-type: none"> Run of Show will include site and event flow outlines for each event, travel times and directions Security and transportation concerns will be handled by the client 				

<p>Media relations</p>	<ul style="list-style-type: none"> • Design or production coordination of signage or stage backdrop visuals will require a separate SOW <p>Set up select interviews or media speech coverage or photo opportunities. Provide counsel to Tur Partners on media interactions.</p>				
<p>Materials Development</p>	<ul style="list-style-type: none"> • Edelman can draft news alerts or releases announcing the Vice Premier's trip if directed by Tur Partners. • Edelman will develop briefing books and other preparatory materials • Edelman is not able to complete translation services under this SOW. 				

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET

Professional Fees (Not to Exceed) [OR] (Estimated):	\$100,000
Internal Expenses (0%):	\$NA
Estimated Expenses:	\$10,000
Total:	\$110,000

This budget does not include expenses or other out of pocket fees for items such as venue costs, translation services, catering, transportation, graphic design & printing, security services and other related costs.

If fees or expenses are anticipated to exceed the estimated amounts, Edelman will issue an addendum to the current SOW for Client's approval.

TERMS

Deposit. Client shall at all times have on deposit with Edelman not less than \$50,000. This amount will be billed prior to the performance of the Services. Such amount shall be retained by Edelman and shall be applied towards the payment of Edelman's final invoice(s) and, provided no other amounts are

outstanding, any balance will be refunded to Client. In the event the amount on deposit is at any time less than the anticipated fees and expenses for the next month, Client agrees to increase the amount so deposited with Edelman.

Fee Billing. At the end of each month, Edelman shall invoice Client the exact fees based upon the hours incurred in performing the Services during that month. Such fees will be based upon Edelman's rate card ("Rate Card") as described below.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Invoices. Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name: Company Name: Address:	
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Purchase Order. The client Purchase Order number is [enter number or indicate not required]

RATE CARD

Title	Standard Hourly
	Rate
VICE CHAIR	\$625
PRESIDENT	\$500
EVP GM	\$480
EVP	\$370
SVP	\$300
VP	\$260
SAS	\$220
AS	\$190
SAE	\$175
AE	\$160
AAE	\$150
INTERN	\$80
ADMIN	\$80

ACCEPTED AND AGREED TO ON THIS 18th DAY OF November, 2013

For PARTNERS LLC

By: 

Printed Name: Patrick Daley

Title: Principal

DANIEL J. EDELMAN, INC.

By: 

Printed Name: KEVIN L. COOK

Title: MANAGING DIRECTOR

LETTER OF AGREEMENT

For Edelman Use Only

GM:

Client Code:

Contract No(s):

October 22, 2013

Patrick Daley
Tür Partners LLC
900 North Michigan Avenue, Suite 1720
Chicago, Illinois 60611

Dear Patrick:

This constitutes the master services agreement ("Agreement") between **Tür Partners LLC** ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. **Services.** Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, which is attached hereto as an Exhibit. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement and SOWs.

2. **Compensation.**

2.1. **Budget.** The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in each SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's **Chicago** office, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. If any activities entail services of other Edelman offices, divisions or affiliates, Client will pay for such services at Edelman's then current time and material rates customary for such office location, practice and title. Edelman, with prior notice to Client, may in its sole discretion amend its then current billing rates.

2.2. **Expenses.**

(a) **Third-Party Expenses.** Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges. Client shall pay a ten percent (10%) service charge on all such expenses incurred and paid by Edelman. Client may avoid the service charge by paying vendors directly. For any individual expense equal to or greater than US\$5,000, Client shall be required to prepay Edelman or directly pay vendors.

(b) **Travel and Additional Expenses.** Client shall reimburse Edelman monthly for all travel and/or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery. Such expenses are not subject to the 10% service charge.

(c) **Taxes.** Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income.

(d) Legal Services: The costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, an estimate of legal expenses to be incurred.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials prepared or provided by Client, that Client directed Edelman to use or that were approved by Client (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of **October 22, 2013** and shall continue for one (1) year. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. Termination. Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than sixty (60) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred through the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. Limitation of Liability. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. Confidentiality. Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

8. Intellectual Property. Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. Non-Solicitation of Employees. During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

10. Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

11. Attorneys' Fees. In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

14. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier, or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Edelman:	Joseph Poulos Daniel J. Edelman, Inc. 200 E. Randolph, 63 rd Floor Chicago, IL 60601 E-mail: joseph.poulos@edelman.com
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive Chicago, IL 60601 E-mail: shan.bhati@edelman.com or peter.petros@edelman.com
If to Client:	Patrick Daley Tur Partners LLC 900 North Michigan Avenue, Suite 1720 Chicago, Illinois 60611 pdaley@turpartners.com
With a copy to:	[Client's Contact] [Company Name]

	[Address]
	[E-mail Address]

15. **Section Headings.** Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. **Counterparts.** This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17. **Compliance with Laws.** Client shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any required permits, licenses and certifications.

18. **Survival.** The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

19. **Entire Agreement.** This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

20. **Order of Precedence.** Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely, Daniel J. Edelman, Inc.

ACCEPTED AND AGREED TO ON THIS 31ST DAY OF October, 2013.

For PARTNERS LLC

By: Pat Daley
Printed Name: Patrick Daley
Title: Principal

DANIEL J. EDELMAN, INC.

By: Joseph Poulos
Printed Name: Joseph Poulos
Title: Senior Vice President