SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the United States Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), the United States Department of the Treasury, the United States Mint (the "Mint"), the United States Department of State, Bureau of Consular Affairs (the "State Department"), and the U.S. Office of Personnel Management ("OPM") (collectively the "United States"); The Gallup Organization ("Gallup"); and relator, Michael Lindley ("Relator"), through their authorized representatives. The United States, Gallup, and Relator shall hereafter collectively be referred to as the "Parties."

RECITALS

A. Gallup is a corporation headquartered in Washington, D.C. that provides polling, market research, and consulting services to commercial and government customers throughout the United States and the world.

B. On October 21, 2009, Relator filed a *qui tam* complaint in the United States District Court for the District of Columbia captioned *United States ex rel. Lindley v. The Gallup Organization*, 09-cv-01985 (D.D.C.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Civil Action"). On November 27, 2012, Relator filed a First Amended Complaint in the United States District Court for the District of Columbia under the same caption and number ("Relator's First Amended Complaint"). Relator alleged that Gallup violated the False Claims Act through systematic overbilling of various federal government clients and by recruiting Timothy Cannon, a FEMA employee, to work at Gallup while Cannon was responsible for Gallup's then-existing contract with FEMA. On

August 2, 2012, the United States intervened in the Civil Action with respect to Gallup's contracts with the Mint and the State Department. On November 16, 2012, the Court granted the United States' post-election motion to intervene for good cause with respect to Gallup's FEMA subcontract. On November 27, 2012, the United States filed its Complaint in Intervention.

C. The United States contends that it has certain civil claims against Gallup for engaging in the conduct set forth in the United States' Complaint in Intervention to falsely or fraudulently induce the award of (i) the 27 task orders issued under contract number TM-HQ-07-C-0036, (ii) Contract No. SAQMMA-08-F6236, and (iii) subcontract RQ00683 under prime contract No. OPM020700031, each of which are identified in the Complaint in Intervention, and for submitting claims for payment for work thereunder, as specifically identified in the Complaint in Intervention, to which Gallup was not entitled to payment because of the conduct alleged in the Complaint in Intervention. The conduct described in this paragraph is referred to below as the "Covered Conduct."

D. This Settlement Agreement is neither an admission of liability by Gallup nor a concession by the United States that its claims are not well founded.

E. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Gallup shall pay to the United States $10,500,000 (the "Settlement Amount"), plus accrued interest on the Settlement Amount at a rate of 1.75 percent from February 13, 2013 to the date of payment. Gallup shall make such payment by electronic funds transfer within fifteen (15) days from the Effective Date of this Agreement, pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice no later than five (5) days after the Effective Date of this Agreement.

2. Conditioned upon the United States receiving the Settlement Amount, plus accrued interest, from Gallup, and as soon as feasible after receipt, the United States shall pay to Relator by electronic funds transfer, pursuant to instructions from Relator's counsel, an amount equal to the total of $1,929,362.50 plus 18.375% of any accrued interest that Gallup pays the United States pursuant to paragraph 1 above.

3. In settlement of Relator's statutory and common law claims against Gallup for retaliation, and for expenses, attorneys' fees and costs, Gallup shall pay Relator the amounts set forth in the Agreement separately executed between Relator and Gallup on May 3, 2013 ("Relator-Gallup Agreement").

4. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon Gallup's full payment of the Settlement Amount, plus accrued interest, the United States releases Gallup and its current and former directors, officers, employees, representatives and agents from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107, the Contract Disputes Act, 41 U.S.C. §§ 7101 – 7109, or the

common law theories of breach of contract, payment by mistake, negligent misrepresentation, contract rescission, unjust enrichment, and fraud.

5. Conditioned upon Gallup's full payment to the United States of the Settlement Amount, plus accrued interest, and Gallup's full payment to Relator of the amounts set forth in the Gallup-Relator Agreement, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Gallup and its current and former directors, officers, employees, shareholders, representatives and agents from any claim Relator has asserted or could have asserted in the Civil Action based on the allegations set forth in the Relator's Complaint and Jury Demand and the Relator's First Amended Complaint, including claims under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

6. Notwithstanding the releases given in Paragraphs 4 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in the Agreement, any administrative liability, including the suspension and debarment rights of any federal agency;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

g. Any liability for failure to deliver goods or services due;

h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

i. Any liability of individuals (including current and former directors, officers, employees, shareholders, representatives and agents) who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual), are indicted or charged, or who enter into a plea agreement, related to the Covered Conduct.

7. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the payment described in Paragraph 2, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Gallup waives and shall not assert any defenses Gallup may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole

or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

9. Gallup fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Gallup has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

10. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Gallup, and its present or former officers, directors, partners, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement and the non-prosecution agreement that Gallup entered into with the United States Attorney's Office for the District of Columbia on July 11, 2013;

(2) the United States' audits and civil and criminal investigations of the matters covered by this Agreement;

(3) Gallup's investigation, defense, and corrective actions undertaken in response to the United States' audits and civil

and criminal investigations in connection with the matters covered by this Agreement (including attorney's fees);

(4) the negotiation and performance of this Agreement and the non-prosecution agreement that Gallup entered into with the United States Attorney's Office for the District of Columbia;

(5) the negotiation of, and obligations undertaken pursuant to, the administrative agreement between Gallup and the Department of Homeland Security, Federal Emergency Management Agency entered into on April 19, 2013;

(6) the payment Gallup makes to the United States pursuant to this Agreement and any payments that Gallup may make to Relator, including costs and attorney's fees, are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Gallup, and Gallup shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Gallup shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Gallup or any of its subsidiaries or affiliates from the United States. Gallup agrees that the United States, at a minimum, shall be entitled to recoup from Gallup any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Gallup's books and records and to disagree with any calculations submitted by Gallup or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Gallup, or the effect of any such Unallowable Costs on the amount of such payments.

11. Upon reasonable notice, Gallup shall encourage, and agrees not to impair, the cooperation of its directors, partners, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, partners, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals.

12. This Agreement is intended to be for the benefit of the Parties only.

13. Upon receipt of the payment described in Paragraph 1, above, the Parties shall, within seven (7) business days, sign and file in the Civil Action the Joint Stipulation of Dismissal under Federal Rule of Civil Procedure 41, attached hereto as Exhibit A, with prejudice to the Relator and with prejudice to the United States to the extent of the Covered Conduct, but otherwise without prejudice to the United States.

14. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

15. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

16. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District

Court for the District of Columbia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

17. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

18. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

19. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

20. This Agreement is binding on Gallup's successors, transferees, heirs, and assigns.

21. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

22. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

23. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 7/12/13 BY: ______________________

Daniel Hugo Fruchter
Patricia M. Fitzgerald
Jeffrey S. Gleason
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

THE GALLUP ORGANIZATION

DATED: 7-11-13 BY: [signature]
Steven D. O'Brien
General Counsel

DATED: 7-11-13 BY: Robert T. Rhoad
Robert T. Rhoad
Counsel for The Gallup Organization

RELATOR

DATED: 7/12/2013 BY: Michael Lindley
Michael Lindley

DATED:__________ BY:____________________________
Janet Goldstein
Robert Vogel
David Marshall
Counsel for Michael Lindley

RELATOR

DATED:__________ BY:______________________________
Michael Lindley

DATED: 7/12/2013 BY:______________________________
Janet Goldstein
Robert Vogel
David Marshall
Counsel for Michael Lindley