

FUNDRAISING CONSULTING AGREEMENT

This Fundraising Consulting Agreement (this “Agreement”), by and between Bowie Consulting (“Consultant”) and the Democratic Party of Virginia (“Committee”), is entered into effective as of January 1, 2016 (the “Effective Date”). Committee and Consultant shall sometimes be referred to herein collectively as the “Parties” and each individually as a “Party.”

W I T N E S S E T H :

WHEREAS, Committee desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make Consultant's expertise and consulting services available to Committee upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the Parties hereto agree as follows:

1. CONSULTING SERVICES. Consultant hereby agrees to perform the following consulting services during the term of this Agreement (collectively, the “*Services*”):

- (a) Solicit and collect nonfederal contributions to the Democratic Party of Virginia
- (b) Maintain regular communication with Democratic Party of Virginia staff with regards to goals, expectations, and donor updates, etc.
- (c) Liaise with Democratic Party of Virginia Finance Director on all donor meetings and solicitations
- (c) Perform such other services that Committee may request that are related to Committee's fundraising program.

Consultant further agrees that Consultant will use Consultant's best efforts during the performance of the Services to promote the interests of Committee and to devote to the business and affairs of Committee during the term of this Agreement such portion of Consultant's time and energies as are necessary to perform the Services. Consultant shall perform the Services in an efficient, expeditious, professional and skillful manner.

Consultant will comply with all applicable federal, state and local laws and regulations when performing the Services under this Agreement. Except as otherwise approved in advance in a writing by the Committee, all consulting services to be provided pursuant to this Agreement, as set forth in Section 1 hereof, shall be performed on behalf of Committee by Consultant. Except as provided in Section 5(b) of this Agreement, Consultant shall be responsible, at Consultant's own expense, for complying with all federal, state, and local laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements applicable to the Services to be performed by Consultant during the term of the

Agreement, including, but not limited to, any such requirements imposed upon Committee with respect to the Services.

2. TERM OF AGREEMENT AND TERMINATION.

(a) The term of this Agreement shall commence on the Effective Date, and shall terminate on the earliest to occur of the following: (1) February 29, 2016; or (2) the date on which this Agreement is terminated in accordance with Section 2(b).

(b) Committee may terminate this Agreement at any time, with or without cause, and without penalty, upon ten (10) days' prior written notice to Consultant, in which case Committee's sole liability and Consultant's exclusive remedy is limited to reimbursement of Reimbursable Expenses (as defined below) incurred prior to the date of termination in accordance with Section 3(b), and payment of the compensation earned by Consultant in accordance with Section 3(a). Consultant expressly waives any right to suspend Consultant's performance under, or terminate, this Agreement with or without cause, except for Committee's breach of the payment provisions of this Agreement, in which case Consultant may terminate this agreement upon ten (10) days' prior written notice to Committee. In the event of any termination by Consultant for Committee's breach of the payment provisions of this Agreement, Committee's sole liability and Consultant's exclusive remedy is limited to reimbursement of Reimbursable Expenses incurred prior to the date of termination in accordance with Section 3(b), and payment of the compensation earned by Consultant in accordance with Section 3(a).

3. COMPENSATION.

(a) Rate of Compensation. Committee shall pay Consultant a fee of \$7,000.00 each month during the term hereof as compensation for the Services, which fee shall be due within ten (10) days of the Committee's receipt of the invoice. If Services in any month are rendered for less than a full month, for whatever reason, payment shall be made on a pro rata basis based on the number of days for which Services were actually rendered during such period.

(b) Reimbursement of Expenses. Consultant shall be responsible for payment of all expenses incurred in the performance of the Services. Committee shall be responsible for reasonable expenses related to airline tickets, train tickets, rental car charges, and lodging costs incurred in connection with Consultant's performance of the Services (collectively, "**Reimbursable Expenses**"); provided, however, that, for the avoidance of doubt, Reimbursable Expenses shall not include, and Committee shall not pay for, any other amounts associated with food and beverages, taxi fares, public transportation costs, incidentals and other costs incurred by Consultant in connection with the performance of the Services. Reimbursement of Reimbursable Expenses will not be made unless and until receipts are provided to Committee. Consultant shall obtain the prior approval of Committee before incurring any individual Reimbursable Expense over \$50.

4. COORDINATION.

(a) Coordination with Committee. Consultant shall coordinate all activities as instructed by permanent staff of Committee.

(b) Press. Consultant agrees that Consultant is not, directly or indirectly, at any time during the term of this Agreement, and without regard to when or for what reason this Agreement terminates, authorized to communicate with any member of the press, including without limitation representatives of both print and electronic media, regarding any aspect of this Agreement, the Services, or any Confidential Information (as defined below), without the express prior written consent of Committee. Without limiting the foregoing obligations, Consultant may not agree to do an interview on behalf of Committee with any member of the press, including without limitation representatives of both print and electronic media, without the express prior written consent of Committee. Consultant shall refer promptly all queries from the press, in whatever form or circumstances they are made, to Committee.

5. WRITTEN SOLICITATIONS.

(a) Consultant shall provide Committee the opportunity to review in advance all written materials soliciting funds on behalf of Committee, including but not limited to invitations, advertisements, and solicitations. Consultant agrees that Committee maintains final decision-making authority over the content of such written materials.

(b) Consultant shall work with Committee to ensure that all written solicitation material referred to in Section 5(a) complies with the requirements of federal and state law, including but not limited to any disclaimer language required by federal and state law.

6. NONDISCLOSURE AND CONFIDENTIALITY.

(a) Consultant may not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement expires or terminates, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Committee or other persons employed or designated by Committee) any Confidential Information.

(b) “***Confidential Information***” means any knowledge or information of any type whatsoever acquired by Consultant in the course of providing the Services, including, but not limited to, knowledge or information relating to the plans, strategies, business or activities of Committee, business and activities relating to the Services rendered under this Agreement, all originals, recorded, and unrecorded copies of Confidential Information (including information derived therefrom and portions thereof), all written or audio materials obtained, generated, produced or otherwise acquired during the course of the Services, notes, charts, plans, strategies, lists, computer files, electronic mail messages,

phone logs or other memoranda (whether handwritten, typed, or otherwise created), data and other proprietary information related to the Services. Information shall be deemed to be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

(c) Consultant agrees that the terms and conditions of this Agreement and all Services performed by Consultant hereunder shall be treated by Consultant in the strictest confidence and shall not be disclosed to any third parties without the prior written consent of Committee. Consultant shall refer promptly all queries from third parties, including the press, regarding Committee or the Services, in whatever form or circumstances they are made, to Committee.

(d) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that Consultant notifies Committee, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Committee a reasonable opportunity to contest such disclosure.

(e) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information to Committee, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

7. PRIVACY AND SECURITY.

(a) The term "**Personal Information**" includes all personal information about individuals that Committee may disclose to Consultant and that Consultant may obtain in any manner from any source during the course of performing the Services under this Agreement.

(b) Committee exclusively owns, or otherwise has a valid right to use, any and all Personal Information.

(c) Consultant may collect, store, access, use, process, maintain and disclose Personal Information only to fulfill Consultant's obligations under this Agreement. Consultant may not use or allow the use of Personal Information for Consultant's or any third party's own purposes, including marketing purposes, without Committee's express prior written consent. Consultant may disclose Personal Information if made in response to a valid order of a court or authorized agency of government; provided that ten (10) days' notice first be given to Committee so that Committee may seek a protective order or other relief, if appropriate.

(d) Consultant is fully responsible for collection, storage, disclosure, use of and access to Personal Information in Consultant's possession and control.

Consultant shall implement and maintain administrative, physical and technical safeguards (“**Safeguards**”) to protect Consultant's systems from attacks and any unauthorized intrusions and prevent any collection, use or disclosure of or access to Personal Information that Committee does not expressly authorize. Such Safeguards shall include, without limitation, a comprehensive, written information security program and practices that meet applicable industry standards and any applicable state and federal laws, rules and regulations including, without limitation, the Payment Card Industry Data Security Standards and any updates or revisions to the same (“**PCI DSS**”), any contractual requirements imposed by Committee's acquiring banks, and the Massachusetts data security regulation requirements, 201 C.M.R. 17. Specifically, such information security program will include, without limitation, (i) adequate physical security of all premises in which Personal Information will be processed and/or stored; (ii) reasonable precautions taken with respect to the employment of and access given to Consultant's personnel; and (iii) an appropriate network security program. Such network security program will include, without limitation, (a) appropriate access controls and data integrity controls; (b) testing and auditing of all controls, including any audits required under the PCI DSS or by Committee's acquiring banks or by Committee from time to time (provided that audits not required by PCI DSS or Committee's acquiring banks shall be at Committee's expense); and (c) appropriate corrective action and incident response plans. Consultant shall immediately notify Committee of any material vulnerabilities revealed by any audit; any actual, probable or reasonably suspected attacks on Consultant Systems, including denial of service attacks or unauthorized intrusions of Consultant Systems; any unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Confidential Information or any unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Personal Information (“**System Breach**”). Consultant shall (A) assist Committee in investigating, remedying and taking any other action Committee deems necessary regarding any System Breach and any dispute, inquiry or claim that concerns the System Breach; and (B) shall provide Committee with assurance satisfactory to Committee that such System Breach or potential System Breach will not recur. Unless prohibited by an applicable statute or court order, Consultant shall also notify Committee of any third-party legal process relating to any System Breach, including, but not limited to, any legal process initiated by any governmental entity.

(e) Consultant shall provide Committee with the results of each such audit within five (5) days of completion of the audit; including (i) whether the audit revealed any material vulnerability in the Consultant's systems; and (ii) if so, the nature of each vulnerability discovered. Without limiting Consultant's obligation to procure annual information security audits of Consultant Systems, Committee may engage an independent third party to conduct an information security audit of Consultant's systems from time to time at Committee's sole cost and expense (subject to Consultant's obligation to reimburse Committee in the event a material vulnerability is discovered in such audit).

(f) Consultant will ensure that all Confidential Information resides in, and may be accessed only from within, the United States, unless approved in writing in advance by Committee. Consultant shall also ensure that all persons who have access to

Confidential Information (if any are so permitted pursuant to the terms of this Agreement) are citizens of the United States.

8. ASSISTANCE WITH GOVERNMENT INQUIRY. Consultant agrees to provide, in a timely manner, all documents and services, including personal services, necessary to assist Committee in connection with any audit, inquiry or investigation of Committee by any federal or state government agency or in connection with any matter relating to compliance by Committee with the federal or state election laws and/or regulations implementing them, relating to the Services.

9. RESERVED.

10. OTHER CONSULTING SERVICES. Committee and Consultant agree that Consultant may provide independent consulting services to other individuals or entities, provided, however, that any such services must strictly comply with the provisions of this Agreement, including without limitation the following:

(a) Such other independent consulting services shall in no way impair Consultant's ability to provide the Services to Committee pursuant to this Agreement.

(b) While performing consulting work for other individuals or entities, Consultant has no authority, actual or apparent, to act on behalf of Committee and shall not be an agent of Committee. While performing consulting work for other individuals or entities, Consultant may not hold itself out or otherwise represent itself as an agent of Committee.

(c) In performing consulting work for other individuals or entities, Consultant shall observe in full the confidentiality requirements set forth in Section 6 of this Agreement.

(d) Consultant shall avoid at all times activities in the service of other individuals or entities that could present in fact or in appearance a conflict with the interests of Committee.

(e) Consultant shall not use any Committee resources in connection with Consultant's work for any other client.

(f) Consultant shall advise Committee of Consultant's professional relationships with outside groups engaged in public communications or other activities that may affect Committee's compliance with federal or state law.

(g) Consultant shall not perform services for candidates or groups that oppose the Democratic Party in any political campaign.

11. BREACH BY CONSULTANT. Each Party recognizes that the Services to be rendered under this Agreement by Consultant are special, unique and extraordinary in character, and that in the event of breach by Consultant of the terms and conditions of this Agreement to be performed by Consultant, Committee shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to seek damages for any breach of this Agreement, to obtain an injunction restraining Consultant from committing or continuing any violation of this Agreement (including, without limitation, the provisions of Section 6), or to enforce the specific performance of this Agreement by Consultant.

12. INDEMNIFICATION. Consultant agrees to indemnify and hold harmless Committee, its directors, officers, employees and agents against any and all losses, liabilities, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys' fees, sustained as a result of (a) any suit, claim, action, or demand of any kind arising from any act, error, or omission on the part of Consultant, any employee of Consultant, or any other person or entity retained by Consultant in the performance of the Services pursuant to this Agreement, or (b) Consultant's breach of any of the representations, warranties, requirements, or covenants set forth in this Agreement.

13. INDEPENDENT CONTRACTOR; NO CREATION OF PARTNERSHIP RELATION.

(a) Consultant shall perform the Services pursuant to this Agreement as an independent contractor with respect to Committee, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Committee and Consultant. As an independent contractor, Consultant acknowledges and agrees that Consultant shall be responsible for payment of all applicable obligations to state and/or federal governmental agencies arising in connection with Consultant's performance of the Services, including, but not limited to, income tax, unemployment tax and business registration fees.

(b) Consultant acknowledges and agrees that this Agreement in no way creates a partnership relationship between Consultant and Committee. Consultant has no authority under this Agreement to enter into contracts on behalf of Committee.

14. OWNERSHIP OF WORK PRODUCT. All work product, files, donor lists, constituent lists, or any campaign lists, documents, artwork, computer records, and other materials produced or obtained by Consultant in furtherance of work performed for the Committee ("Work Product") are works for hire and shall become and remain the exclusive property of the Committee. Consultant (a) assigns all of these rights to Committee now to the extent permitted by law; (b) will assign any other such rights to Committee in the future; (c) will promptly execute and deliver all documents and take other actions that Committee or its counsel reasonably request to realize these assignments. Upon the termination of this agreement, Consultant shall return all such materials to the Committee within forty-eight (48) hours. Consultant warrants that it shall not breach any copyright or other third-party rights in

producing any Work Product. Consultant shall not publish, distribute or otherwise make available to any third party any Work Product without the prior written consent of Committee.

15. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of Committee hereunder shall be binding upon and run in favor of the successors and assigns of Committee. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, Committee shall have no further liability for payments hereunder.

16. USE OF SUB-CONTRACTORS. Except as otherwise approved in advance in a writing by Committee, all of the Services to be provided pursuant to this Agreement shall be performed on behalf of Committee by Consultant. Consultant is not permitted to hire or utilize subcontractors to provide services pursuant to this Agreement unless such subcontractor is specifically approved in writing by Committee.

17. MAINTENANCE OF RECORDS. Consultant shall maintain adequate books and records in a manner consistent with the accounting and professional standards ordinarily followed within Consultant's industry, except as Consultant may be otherwise directed by Committee. Without limiting the generality of the foregoing obligation:

(a) All books and records maintained by Consultant pursuant to this Agreement shall be open at all times for inspection and copying by Committee or any designee of Committee for a period up to 24 months after expiration or termination of this Agreement. Such books and records shall be maintained separately from the records and files of any other client of Consultant.

(b) Consultant shall maintain Consultant's books and records on a contemporaneous basis. Failure to maintain books and records in the fashion required by this Agreement shall be deemed to be negligence by Consultant if, after demand by Committee, Consultant shall fail to promptly correct the deficiency. Consultant shall indemnify Committee for any additional costs incurred by Committee or Committee's designees in reviewing, updating, supplementing or otherwise correcting the books and records of Consultant in connection with any breach of Consultant's obligations under this Section 17, if, after demand by Committee, Consultant shall fail to promptly correct the breach.

(c) Consultant shall maintain a complete record of all contracts or other agreements for the work relating to the Services rendered pursuant to this Agreement, including, but not limited to, payments made pursuant to those contracts, subcontracts and agreements, the identity of the recipients of such payments, the amounts of such payments, and the date of such payments.

18. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the Parties and shall be governed by the law of the District of

Columbia. This Agreement may not be changed orally, and may be modified only by agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

19. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements (whether written or oral) between the Parties relating to the subject matter herein addressed.

20. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to it at Bowie Consulting, c/o Michael Doerr, 6513 Kensington Ave, Richmond, VA 23226 and in the case of Committee, to its attorneys at Perkins Coie LLP, 700 Thirteenth Street N.W. Washington, D.C. 20005; or such other address as shall have been specified in writing by either Party to the other.

21. SURVIVAL. The rights and obligations of the Parties under Sections 4, 6, 7, 8, 11, 12, 13, 14, 15, 17, 18, 19, 20 and 21, and any accrued obligations, including accrued payment or reimbursement obligations pursuant to Section 3, will survive expiration or termination of this Agreement by either Party for any reason. All other rights and obligations will not survive termination or expiration.

[Signature Page Follows Immediately.]

IN WITNESS WHEREOF, Committee and Consultant have executed this Fundraising Consulting Agreement effective as of the Effective Date.

COMMITTEE; Democratic Party of Virginia

By:



Name: Rebecca Shultz

Title: Executive Director

CONSULTANT: Bowie Consulting

By:



Name: Michael Doerr

Title: Manager