

CONSULTING AGREEMENT

This Consulting Agreement (this "*Agreement*"), by and between Moore Campaigns, LLC ("*Consultant*") and the Democratic Party of Virginia ("*Committee*"), is entered into effective as of February 16, 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 of Consultant and Consultant desires to make Consultant's expertise 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*"). Consultant shall create, produce, and disseminate mail and printed materials for Committee, and perform such other services that Committee may, from time to time, request. While Consultant may collaborate with approved partners of Committee on the mailing, Committee shall have exclusive direction and control over the content of the mailing.

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, including but not limited to the United States Postal Service rules governing the use of the Committee's nonprofit indicia. Except as otherwise approved in advance in a writing by the Committee, all Services 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 February 16, 2016, and shall extend until December 31, 2016, or until such time as the Agreement is terminated by the parties.

(b) Committee may terminate this Agreement at any time without cause and without penalty on ten (10) days' prior written notice, in which case Committee's sole liability and Consultant's exclusive remedy is limited to reimbursement of costs and 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). Consultant expressly waives any right to suspend its 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 on ten (10) days' prior written notice. 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 costs and 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 fees in accordance with Consultant invoices during the term hereof as compensation for the Services.

(b) Reimbursement of Expenses. Consultant shall be responsible for payment of all ordinary expenses incurred in the performance of the services described in Section 1 above, including telephone, fax, Internet connection, computer paper, printer ink, etc. Committee shall be responsible for any extraordinary expenses, including airline or train tickets, rental car charges, and hotel costs; Consultant shall obtain the prior approval of Committee before incurring any extraordinary expenses in excess of \$250.

(c) Invoicing.

(i) Mail and Printed Materials Invoicing

In the absence of special agreement in writing, payment is due in full for each mailing and printed materials at sign-off. Consultant will have no obligation to commence printing, mail preparation and/or entry into the United States Post Office ("USPS") until payment has been received. Overdue amounts will incur daily interest charges, beginning one month after payment is due, equal to 20% per annum. Committee agrees to pay all reasonable costs of collection of overdue amounts, including legally allowable interest, expert witness fees and expenses, and attorneys' fees and disbursements, whether or not a court action is commenced, and including post-judgment costs and fees for pursuing any remedy and appeal.

Reasonable costs of collection may include up to a 33% contingency fee to a collection agency or counsel.

It is understood by Committee that Consultant's control over all mailings ends upon entry into the USPS. Consultant is not responsible for any failure of the USPS to deliver mail or failure to deliver mail in a timely fashion or to the proper address or addressee.

In the event that Committee cancels an authorized mailing before entry into the USPS, Committee will be responsible to Consultant for all design and production costs incurred prior to cancellation.

(ii) Non-Mail Invoicing

For services not related to printing and mailing, which may include art-only projects and travel-related expenses, Consultant will submit itemized invoices to Committee, and Committee will reimburse Consultant for such expenses within 15 days following receipt of an expense invoice.

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 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 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 MATERIALS.

(a) Consultant shall provide Committee the opportunity to review in advance all written materials publicly disseminated on behalf of Committee. Consultant agrees that Committee maintains final decision-making authority over the content of such written materials. No materials shall be distributed unless Committee approves of the materials in writing prior to their distribution. Committee shall not owe compensation for any materials distributed in violation of this section 5(a).

(b) Consultant shall work with Committee to ensure that all written materials referred to in Section 5(a) complies with the requirements of any applicable laws, including but not limited to any disclaimer language required by any applicable laws.

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 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. NON-EXCLUSIVE AGREEMENT. This agreement is not exclusive, and Committee may enter into agreements with other vendors to provide any services.

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 government agency or in connection with any matter relating to compliance by Committee with the election laws and/or regulations implementing them, relating to the Services.

9. FUNDRAISING RESTRICTIONS. While acting on behalf of Committee, Consultant understands that Consultant shall not, directly or indirectly, solicit, direct, transfer, spend or disburse any funds that do not comply with the source prohibitions and amount limitations of applicable federal or state law.

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 candidates, parties, and outside groups engaged in public communications or other activities that may affect Committee's compliance with applicable election laws and/or their implementing regulations.

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

11. COORDINATED COMMUNICATIONS.

(a) Before performing any consulting services on behalf of an entity other than a candidate or party committee in Virginia that plans to make communications that satisfy the “content prong” at 11 C.F.R. § 109.21(c), Consultant shall establish and implement a written firewall policy in accordance with federal law, subject to approval of Committee. Consultant's failure to comply with such a policy shall be a breach of this Agreement

(b) Consultant shall comply with the Committee's firewall policy, if any.

12. 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.

13. INDEMNIFICATION.

(a) Committee shall indemnify, defend and hold harmless Consultant, and its affiliates, officers, directors, employees and agents, from and against any and all claims, liabilities, demands, causes of action, damages, losses and expenses (including attorney's reasonable fees and expenses) arising out of or in connection with any (i) breach of this Agreement by Committee or (ii) willful misconduct by Committee in the performance of an obligation under this Agreement.

(b) Consultant shall indemnify, defend and hold harmless Committee, and its affiliates, officers, directors, employees and agents, from and against any and all claims, liabilities, demands, causes of action, damages, losses and expenses (including attorney's reasonable fees and expenses) arising out of or in connection with any (i) breach of this Agreement by Consultant or (ii) willful misconduct by Consultant in the performance of an obligation under this Agreement.

14. INDEPENDENT CONTRACTOR. 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.

15. 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. Consultant warrants that all Work Product, when delivered to Committee, will be free and clear of any and all claims, liens, mortgages and any other encumbrances of any kind or character (except with respect to the materials furnished by Committee) and that the Work Product will not infringe upon any third party's intellectual property rights or invade a third party's personal rights, including, without limitation, civil rights or privacy, or violate any federal, state or local law, ordinance or regulation.

16. 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.

17. 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.

18. 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 18, 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.

19. 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.

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

21. 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

Alan Moore
152 Thomas St. NW
Washington, DC 20001

and in the case of Committee, to

Democratic Party of Virginia
Attn: Tom Buneo
PO Box 448
Richmond, VA 23218

or such other address as shall have been specified in writing by either Party to the other.

22. SURVIVAL. The rights and obligations of the Parties under Sections 4, 6, 8, 11-13, 15-16 and 18-22, 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.

MOORE CAMPAIGNS, LLC

By:  _____

Name: Alan Moore

Title: President

DEMOCRATIC PARTY OF VIRGINIA

By:  _____

Name: Rebecca Slutzky

Title: Executive director