



Professional Services Agreement

WinPower Strategies
111 S. Lander, Suite 303
Seattle, WA 98134

The following professional services agreement (hereafter the "Agreement") is made between Friends of Mike Wilson (hereafter known as "Client") and WinPower Strategies (hereafter "WINPOWER"). Client and WINPOWER agree to the following:

A. Recitals

- Client is a political campaign having its principal place of business at PO Box 14744, Mill Creek, Wa 98082. WinPower is a political consulting firm and Washington corporation having its principal place of business at 111 S. Lander St, Suite 303, Seattle, WA 98134.

B. Scope of Work

The scope of work for this project would include the following activities:

General Consulting

- Campaign Plan Assistance
- Field, Endorsement & Earned Media Strategy
- Participation in Research Projects
- Message Development
- Collaboration and Meeting with Candidate and Campaign Team

Direct Mail and Printed Materials Services

- Direct Mail Concept Memo & Plan
- Targeting, Planning, Budgeting & Scheduling
- Concept Development
- Copy Writing and Editing
- Graphic Design
- Production & Dissemination Services

TV and Radio Advertising Services

- Concept Development
- Script Writing and Editing
- Direction and Production
- Media Buying and Placement

Internet Advertising Services

- Website with social media integration
- Facebook ads
- Internet banner ads

Direct Mail and Printed Materials Services

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It is understood that, should the scope of work as described above be changed in any material way, an adjustment to the fees may be required. Material changes in the scope of work and any adjustments to the fees must be in writing and signed by both parties.

C. Communications

Client and WINPOWER shall develop a mutually agreeable communications process to keep Client fully and currently informed about the activities of WINPOWER on behalf of Client.

D. Exclusivity

Client agrees that WINPOWER is the sole contractor for all services outlined in this document.

E. Fees and Disbursements

In consideration for the services to be performed by WINPOWER, Client agrees to pay WINPOWER as provided in Addendum A attached hereto and incorporated herein by this reference. In addition to fees, WINPOWER shall be entitled to reimbursement for all expenses provided in Addendum A.

WINPOWER will develop and present project plans and budgets to Client for approval. WINPOWER shall inform Client in advance of revisions whenever Client-ordered changes to prior-approved plans and budgets will result in additional project fees.

For projects requiring production, client agrees to make all project fee payments in full before production commences.

After 30 days, overdue fees and/or expenses are subject to a \$25.00 late fee and a 1.5% interest charge accrued monthly. In the event that Client does not pay promptly, WINPOWER may halt further production work, and the unpaid for product will be the sole property of WINPOWER.

In the event Client objects to additional project fees and cancels work in progress, Client shall pay WINPOWER for all expenses incurred through the date of cancellation.

F. Client Responsibilities

Throughout the term of this Agreement, Client hereby agrees to:

- Conduct business ethically;
- Comply with federal, state and local laws;
- Maintain contact with WINPOWER;
- Make timely payments for services;
- Provide thorough and timely feedback on design comps as described in Addendum B

G. Schedule & Termination

WINPOWER's work on this project will begin on February 18th, 2013 and terminate on November 30, 2014. Either party may terminate this Agreement without cause by 30 days notice in writing.

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Either party, on 24 hours notice, may terminate this Agreement for cause. "Cause" shall be defined as a material failure to comply with the provisions of this Agreement.

In the event this Agreement is terminated, all outstanding fees and expenses shall be due and payable, or shall be reimbursed to client as appropriate within 7 days and the following shall apply:

If Client terminates this Agreement without cause, or if WINPOWER terminates this Agreement for cause, Client shall pay WINPOWER all fees and expenses due hereunder as if WINPOWER had fully performed all required services through the Termination Date.

If Client terminates this Agreement for cause, or if WINPOWER terminates this Agreement without cause, WINPOWER shall receive compensation for fees and expenses incurred through the date of termination only and reimburse Client as necessary.

H. General Indemnification

Client will indemnify WINPOWER and hold the other party harmless from and against any and all losses, damages, liabilities, claims, demands, suits, and expenses (including reasonable attorney's fees) that the other party may incur or be liable for as a result of any third party claim, suit or proceeding made or brought against the other party based upon or arising out of Services performed by WINPOWER unless the claim or suit was the result of a party's own gross negligence or willful misconduct. Both parties' total aggregate liability for any claim of any kind arising as a result of or related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received by WINPOWER from Client for the Services rendered in this Agreement.

I. Confidentiality

WINPOWER shall safeguard the confidentiality of all proprietary and other confidential information and materials provided by Client and avoid any dissemination of any such information or materials without prior approval of the Client.

J. Independent Contractor

In all matters relating to this Agreement, WINPOWER shall be acting as an independent contractor. WINPOWER is not an employee of Client under the meaning or application of any Federal or State Unemployment or Insurance Laws or Worker's Compensation Laws, and the WINPOWER shall assume all liabilities and obligations imposed by any one or more of such laws. WINPOWER will work with Client to determine the time, the place and the manner in which it will accomplish its services within an overall schedule date established by Client. WINPOWER shall not have any authority to assume or create any obligations, express or implied, on behalf of Client.

K. Usage and Ownership of Materials

All concepts, copy writing and design work produced on behalf of Client shall remain the property of Client and WINPOWER. WINPOWER may reproduce, disseminate, alter and otherwise use such materials for other business purposes.

L. Entire Agreement

This agreement constitutes the entire agreement between Client and WINPOWER in regard to the subject matter hereof and supercedes all prior contemporaneous communications, rep-

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resentation, or agreement, whether oral or written, with respect thereto. No agreement here-
after made between the parties shall be binding on either party unless reduced to writing and
signed by authorized representatives of the parties.

This agreement is accepted in its entirety by WINPOWER and Client signing below.

WINPOWER

CLIENT

Signature: _____

Signature: Michael D. Wilson

Print: _____

Print: Michael D. Wilson

Title: _____

Title: Candidate

Date: _____

Date: 2/27/14

ADDENDUM A

Fees and Expenses

Basic Fees

Monthly retainer for services, plus a \$4,000 "win bonus"

March Retainer \$1000.00
April Retainer \$1000.00
May Retainer - \$1000.00
June Retainer - \$1000.00
July Retainer- \$1,000.00

Project Fees

WINPOWER shall bill Client for direct mail pieces, and printed materials such as walking literature, that include copy writing and/or editing in accordance with pre-approved budgets. Charges will include graphic design, concept development, copy writing, printing and vendor management.

Direct Mail Production cost will average 36 cents/piece for mail runs of 5,000 to 15,000 households, 32 cents/piece for mail runs of 15,000 to 40,000 households, 27 cents/piece for mail runs of 40,000 to 75,000 households and 22 cents for 75,000 households or more.

Clients shall pay WINPOWER a 15% commission for all TV and radio advertising buys and shall pay WINPOWER at-cost for TV and radio production.

Expenses

Client shall pay pre-approved expenses to WINPOWER at cost for:

- Stock photography
- Other normal and reasonable expenses, such as travel and other administrative costs associated with the campaign

Client shall pay the following expenses to a third-party vendor:

- Postage

Other expenses are not reimbursable unless agreed to in advance.

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ADDENDUM B

Feedback on Design Comps

WINPOWER shall budget three design comps, or graphic layout drafts, for every project.

Client agrees to approve the concept before the first comp. WINPOWER agrees to inform Client whenever a Client-requested change in concept after the first comp would result in additional project fees.

Client agrees to provide as much general feedback and specific edits as possible, as early in the review process as possible.

Client agrees to request changes to concepts, themes, tone, and photography and to request any other major changes before the second comp.

Client agrees to designate one person to communicate all requested changes to WINPOWER.

Client agrees to provide all copy changes in writing.

Client agrees to review the final comp with great care and acknowledges that the project will be produced exactly as-is.

Client agrees to provide written sign-off on all pages of the final comp before print production commences.

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