

Legislative Representation Agreement
Sound View Strategies

This Agreement is entered into this date by and between Sound View Strategies, LLC (hereinafter "Lobbyist"), doing business at 318 First Ave. S., Suite 310, Seattle, WA 98104, and Moneytree, Inc., (hereinafter "Company") with offices at 6720 Fort Dent Way, Suite 230, Seattle, WA 98188.

Based upon the mutual promises contained herein, and other good and valuable consideration, the parties identified above, intending to be bound hereby, enter into the following Agreement:

1. **Services** The Lobbyist shall provide government relations and public affairs consulting services to the Company including all activities normally associated with state legislative lobbying, as specifically authorized by the Company after consultation with the Company's Director of Governmental Affairs. Services include, but are not limited to: briefing the Governor and his office; representation at legislative hearings; advocacy to certain legislators, regulators and their staffs on Company positions on issues of interest to the Company; planning and coordinating meetings and receptions for the Company with legislators and regulators; regular contact with the Director of Governmental Affairs and Company staff he designates as necessary for direction and specific authority to act on issues; contact and interaction with lobbyists of other interest groups and industry trade associations on behalf of the Company on legislative and regulatory issues; preparation and filing of reports to the Public Disclosure Commission; and, reports to the Company as requested by the Director of Governmental Affairs.
2. **Term of Agreement** This Agreement shall take effect on January 1, 2015 and shall expire on the earlier of either: (a) the end of the last month of the 2015 Washington State legislative session, including any special sessions, or (b) the date of enactment of an installment loan bill (collectively the "Term"). Either party may terminate this Agreement upon 30 days written notice to the other.
3. **Lobbyist Fee** The Lobbyist shall be paid a fee for the above enumerated services. The Lobbyist's fee shall be \$8,000 per month ("Monthly Fee") for each month during the Term of the Agreement. In the event the legislation at issue becomes law by the 53rd day of the 105-day regular session, the Lobbyist shall be paid a wrap-up fee of \$15,000 in addition to any Monthly Fee. The Monthly Fee shall be paid at the end of each month covered by this Agreement. The Monthly Fee shall cover all expenses of the Lobbyist incurred for work on behalf of the Company.
4. **Expenses** The Lobbyist shall be responsible for all expenses incurred except as provided for in section 2 of this Agreement, or unless authorized by the Company.
5. **Personal Services** The services to be performed by the Lobbyist will be performed personally by Tracy Newman and/or Kelly Evans ("Lobbyist Principals") and not by any other individual, unless approved by the Company.

6. **Lobbyist Registration** The Lobbyist and Lobbyist Principals each will register with the Public Disclosure Commission and other required entities as a lobbyist for the Company as soon as their activities for Moneytree constitute “lobbying” under RCW 42.17A.005(3) and shall remain registered until this Agreement has expired, is extended, or terminated.

7. **Non Exclusive** This Agreement is for the non-exclusive use of the Lobbyist's services. Nothing contained herein shall prevent the Lobbyist from contracting to provide lobbying or other services to other clients on a non-exclusive basis, subject to the Conflict of Interest provision herein.

8. **Conflict of Interest** Both the Lobbyist and the Company shall use their best efforts to identify and notify each other of any potential conflicts of interest between the Company and any other client of the Lobbyist. The Lobbyist shall notify the Company in writing of any new potential clients that may conflict with this Agreement during the Term of the Agreement. Should a conflict of interest arise between the Lobbyist and any other potential client, the Company may either terminate this Agreement or request the Lobbyist not contract with the potential client. The Company shall have veto power over any agreement the Lobbyist may enter into with any other company or group with interests adverse to the Company.

9. **Independent Contractor** The Lobbyist and the Company have entered into this Agreement with the mutual understanding that the Lobbyist is an independent contractor and not an employee of the Company. Nothing contained in this Agreement shall be construed to make the Lobbyist an employee, partner, or joint venture of the Company for any purpose. The Lobbyist warrants that it is free to enter into this Agreement and is not a party to any restrictive contract or agreement limiting its present or future right to contract with the Company. The Lobbyist agrees to hold the Company harmless from any and all suits and claims arising out of any such preexisting restrictive agreement. The Lobbyist understands and agrees that it is solely responsible for complying with state and federal requirements as they relate to taxes, Social Security contributions and any other requirements placed upon self-employed persons.

10. **Practice of Law** The Lobbyist is retained by the Company for the purpose of consultation, advice and lobbying advocacy on legislative and regulatory issues as they arise and as authorized by the Company. The Lobbyist is specifically not retained to provide legal advice to the Company and the Lobbyist shall not be required to perform any additional activity for the Company which constitutes the practice of law.

11. **Entire Agreement** This Agreement contains the entire Agreement between the parties and supersedes any and all other Agreements, negotiations or discussions. This Agreement may be altered only by a written document signed by the parties to this Agreement.

12. **Construction** This Agreement shall be construed and interpreted according to the laws of the State of Washington in effect at the time.

IN WITNESS WHEREOF the parties have set the hands as of the date below.

LOBBYIST

COMPANY
Moneytree, Inc.



Sound View Strategies, LLC by
____ Kelly Evans _____, its ___ Partner ___

Dennis Bassford, CEO

Date _____ 1/14/15 _____

Date _____