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December 7, 2016

**VIA E-MAIL**

Shea Writer  
PAYYAP LLC

Re: Agreement for Legal Services

Dear Shea:

We are pleased that you have asked Snell & Wilmer to serve as legal counsel to PAYYAP in connection with its pending funding. This letter will confirm our discussion with you regarding the terms of that engagement and will describe the basis on which our firm will provide legal services to you. If you are in agreement with the provisions concerning our engagement set forth in the balance of this letter, please sign the enclosed copy in the space provided and return it to us. If you have questions concerning any of these provisions, please do not hesitate to call. Once again, we are pleased to have the opportunity to serve you.

1. *Client; Scope of Engagement.* The scope of our engagement will be to provide counsel to PAYYAP LLC in connection with its pending funding.

2. *Fees, Expenses and Staffing.* I want to encourage you to bring to my attention at any time any questions or concerns you may have concerning either our services or our fees. In order to assist you in understanding our billing practices, I enclose a copy of our current Policy on Professional Fees. While hourly rates for attorneys and paraprofessional staff are adjusted from time to time, my hourly rate for this engagement will be \$450. We will send statements for professional fees and expenses to your attention on a monthly basis. Payment is due upon receipt.

3. *Retainer.* Our firm typically requires a retainer before we begin working for new clients to partially secure the payment of our fees, costs and expenses which are either billed and unpaid or incurred but as yet unbilled. Our minimum retainer fee for this type of engagement is \$5,000.

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4. *Cooperation and Communication; Termination; Withdrawal.* We will provide legal counsel to you in accordance with this letter and in reliance upon information and guidance provided by you, will keep you reasonably informed of progress and developments, and will respond to your inquiries. To enable us to represent you effectively, you agree to cooperate fully with us in connection with this matter, and to fully and accurately disclose all facts and documents that may be relevant to the matter or that we may otherwise request. Notwithstanding anything to the contrary in the foregoing, it should be understood that we will not be responsible for any information provided by you in connection with your funding as to which we have not been able to verify its correctness and completeness.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

You may terminate our representation at any time by notifying us. Subject to any applicable rules of professional conduct, we may withdraw from representation if you fail to fulfill your obligations under this agreement, including your obligation to timely pay our fees and expenses, or for any other reason permitted or required under those rules. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. Termination of our representation will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter.

Unless previously terminated, our representation will terminate upon our sending you our final statement for services in this matter. Upon the completion of our work on the last active matter we have for you, you will be considered a former client for all matters. Following termination of each matter, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with the applicable rules of professional conduct and we will close the file for that matter. During the course of our representation and as part of the file closing process, we will endeavor to keep relevant information in the file. Consistent with the firm's records retention and disposal policy, however, we may, in our discretion, discard various documents including but not limited to drafts, notes, research, memoranda, correspondence, and other documents. We will be pleased to furnish you with a copy of the policy upon request, and to answer any questions about it you may have. The contents of the closed file will be retained by the firm and stored for a reasonable period of time in accordance with the policy. Upon request, you may obtain at no cost to you a copy of any such materials which have not been previously furnished to you. In addition, please let us know

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if you would like us to return any original papers or other property which you have furnished to us. In the absence of contrary instructions, we will dispose of such items in accordance with the policy. The period for which particular client files will be retained may vary depending on the nature of the matter and the engagement. Following the prescribed retention period, those files may be destroyed or otherwise disposed of without further notice or attorney review.

5. *Conflicts of Interest.* In undertaking this representation, our objective is to represent you to the best of our ability without forfeiting the representation of other existing or potential clients. One purpose of this letter, therefore, is to avoid our disqualification from representing such existing or potential clients on matters unrelated to those for which you have engaged us. Given the limited nature of our representation, there are certain conditions to our engagement which we would like to explain to you and to which we would like to secure your approval and consent.

As we presume you are aware, Snell & Wilmer is a large law firm which has represented, and continues to represent, many different corporate and individual clients with various business interests in numerous industries. It is possible that, during the time we are representing your interests in the matter for which we have been engaged, we may be asked to represent interests belonging to one of the firm's present or future clients that may be adverse to yours. If such a conflict were to arise between your interests and those of another present or future client of the firm, the firm reserves the right after further discussion with you to represent the interests of the other client with respect to that particular matter.

Therefore, as a specific condition to our undertaking your representation, you understand and agree that this firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to the matter we are handling on your behalf, even if the interests of such other clients in those other matters are directly adverse to yours.

We agree, however, that your prospective agreement and consent to such conflicting representation shall not apply in any instance where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used to the material disadvantage of your interests in the matter involved. Nor shall it apply to permit us to represent any client against you in any litigation or similar proceeding in which we represent you.

We understand that you are familiar with the potential consequences of such a prospective conflict of interest waiver. Nevertheless, you may want to consider consulting separate counsel regarding whether to grant such a waiver on the terms set forth herein. We encourage you to do so before agreeing to these terms of representation.

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Please review this letter carefully and, if the terms and conditions of our representation and the billing arrangements meet with your approval, please sign the enclosed copy of this letter and return it to me so that we may begin work. Please call if you have any questions.

We very much appreciate this opportunity to work with you.

Very truly yours,

Snell & Wilmer

  
Roger C. Cohen

RCC/ddm  
Enclosures

**ACCEPTANCE:**

We have reviewed this letter and Snell & Wilmer's Policy on Professional Fees, and agree to the terms and conditions of representation and the billing arrangements.

PAYYAP LLC

By: 

Shea Writer