

SOLICITOR CONTRACT CHECKLIST

Contracts between a solicitor and a charitable organization/sponsor must be filed with CSL AT LEAST FIVE DAYS PRIOR TO COMMENCING A SOLICITATION CAMPAIGN. Complete this checklist with the PAGE NUMBER(S) on which the following required information is located. If the information is in an Addendum, indicate the page number(s) and the word "Addendum" with date as needed. Contract requirements for solicitors are found at N. C. Gen. Stat. § 131F-16(g)(1)-(5).

Name of Solicitor Donor Care Center Inc.

Name of Charitable/Sponsor Organization Humane Society of the United States

PAGE NUMBER(S) OF ITEM

- Pg 6 of addendum 1. 1. Statement of the charitable/sponsor purpose and program for which the solicitation campaign is being conducted.
- Pg 1 of contract 2. Statement of the respective obligations of the solicitor and the
(+ throughout contract) charitable organization or sponsor.
- Pg 1 of addendum 3. 3. Statement of guaranteed minimum percentage of gross receipts from contributions to be remitted to charitable organization or sponsor. If solicitation involves sale of goods, services, or tickets to a fundraising event, state the percentage of the purchase price to be remitted to the charitable organization or sponsor. Any stated percentage shall exclude any amount charitable organization or sponsor shall pay as fundraising costs.
- Pg 1 of addendum 4. 4. Statement of percentage of gross revenue for which solicitor shall be compensated. If compensation is not contingent upon number of contributions or amount of revenue received, then compensation shall be expressed as a reasonable estimate of percentage of gross revenue, and the contract shall clearly disclose the assumptions upon which the estimate is based. Stated assumptions shall be based upon all relevant facts known to solicitor regarding the solicitation to be conducted.
- Pg 1 of contract 5. Effective and termination dates of the contract.
- Final Pg. of contract 6. Signatures of two authorized officials of the charitable organization or sponsor, one of whom is a member of the governing body and one of whom is the authorized contracting officer for the solicitor.

CONTINUED ON THE BACK OF THIS PAGE

For purposes of the relevant section of the Annual Report required pursuant to N. C. Gen. Stat. § 131F-30(c), solicitors will also answer at least one of the following percentage inquiries related to the contract.

NOTE THAT THE INQUIRY ANSWERED MUST BE THE ONE THAT PROVIDES THE LOWEST PERCENTAGE.

Solicitors may choose to fill in the entire list of percentages, understanding that the lowest percentage, as required by the Charitable Solicitation Act, will be in the Annual Report issued by the Secretary of State.

_____ % Fixed percentage of the gross revenue that the charitable organization or sponsor will receive as a benefit from the solicitation campaign

0.05 % Reasonable estimate of the percentage of the gross revenue that the charitable organization or sponsor will receive as a benefit from the solicitation campaign

_____ % Guaranteed minimum percentage of the gross revenue that the charitable solicitation or sponsor will receive as a benefit from the solicitation campaign as provided in the contract between the solicitor and the charitable organization or sponsor

Attach this completed checklist to a copy of the contract and submit both the checklist and the contract, together with the Solicitation Campaign Notice required by N. C. Gen. Stat. § 131F-16(f), to CSL at least five days prior to commencing a solicitation campaign.

Questions? Contact CSL at 1-888-830-4989 (North Carolina residents only) or at 919-807-2214.

**AGREEMENT FOR SERVICES BETWEEN
DONOR CARE CENTER, INC.
AND
THE HUMANE SOCIETY OF THE UNITED STATES**

This document is the agreement (the "Agreement") between Donor Care Center ("DCCI") and The Humane Society of the United States ("THE HSUS") made this 18TH day of MARCH, 2011.

Contact Information:

The Humane Society of the United States
700 Professional Drive
Gaithersburg, MD 20879
Contact: Regina A. Grieb
202-452-1100

Donor Care Center, Inc
480 West Tuscarawas Ave, 3rd Floor
Barberton, OH 44203
Contact: Nick Stavarz
330-608-6421

WHEREAS, THE HSUS, whose mission is to celebrate animals and confronting cruelty and who works to reduce suffering and to create meaningful social change for animals by advocating for sensible public policies, investigating cruelty and working to enforce existing laws, educating the public about animal issues, joining with corporations on behalf of animal-friendly policies, and conducting hands-on programs that make ours a more humane world, has agreed to retain DCCI to assist it in its donor cultivation and fundraising efforts.

DCCI shall, pursuant to The HSUS's Board resolution entitled "A Plan for the Implementation of the Jointly Conducted Activities of The Humane Society of the United States" adopted November 6, 1998, endeavor to contact only those individuals who have a predetermined need or interest in an HSUS program where a program appeal or a joint program/fundraising appeal is being conducted.

Term: The term of this Agreement is for one year starting March 15, 2011 and ending on March 14, 2012.

Campaign Type: DCCI agrees to provide services for the following Telemarketing Programs:

- 1) **Family & Friends**
Calling Period: Approximately March to December

Definitions

Caging: Caging refers to;

1. Receiving and opening of the mailed and online donations generated by the Telemarketing Programs noted above,
2. Creating a bank report,
3. Depositing the checks, money orders and cash into THE HSUS' bank account,
4. Forwarding a copy of a fulfillment report containing all donations to THE HSUS and DCCI.

Telemarketing Presentation: Where a DCCI agent reaches by telephone the intended party or his/her spouse and makes a full or part presentation and receives a positive or negative response.

Family & Friends: A Telemarketing program blending phone, online and mail solutions as defined by the term of this contract, whereby DCCI executes telemarketing presentations to THE HSUS' house file of active and lapsed donors for the purpose of recruiting them as at home volunteers, mails information and provides online tools to volunteers to assist them in sending pre-written letters to others for the purpose of soliciting a first time donation.

Volunteer: A person who agrees to receive a mailed Volunteer Kit and to send pre-written fundraising appeal letters to family members and friends of their own choosing on behalf of THE HSUS.

Volunteer Verification: A phone conversation in a subsequent phone call intended to thank the volunteer and confirm their agreement to send pre-written letters.

Volunteer Kits: A carrier envelope containing items including a volunteer-personalized instruction and reply form, an Appreciation Certificate, a sheet of mailing labels, a pad of approximately 15 pre-written appeal letters, a package of approximately 15 small outgoing envelopes, a package of 15 small reply envelopes, one donation remittance envelope, a Post It Note, mailed to recruited volunteers.

Integrated Online Volunteer Tool Solution: A web-based system which enables individuals invited by a Family & Friends volunteer to donate and pay their donation online and identify their donation by Volunteer.

Integrated Online Payment Portal: A web-based program which enables donors who made a phone pledge to fulfill their pledge by paying by credit card online.

Volunteer Reminder Letter: A carrier envelope containing a 4-color personalized letter mailed to volunteers during the campaign to encourage them to fulfill their volunteering.

Pledge Collection Letter: A carrier envelope containing a personalized letter, reply form and reply envelope mailed to those to whom a Telemarketing Presentation is made for the purposes of collecting pledges not paid by credit card during the Presentation.

Welcome Letter: A carrier envelope containing a personalized letter with identification of the recruiting Volunteer where possible mailed to new donors acquired by that Volunteer in the Family & Friends program.

Calling Period: Date range between the first presentation made and the last, as recommended by DCCI and agreed to by The HSUS, not to exceed the dates indicated unless extended by THE HSUS.

1.0 FAMILY & FRIENDS

THE HSUS agrees that DCCI will conduct a Telemarketing Program to various segments of THE HSUS' house Donor List as selected by THE HSUS with input from its consultants, for the purpose of recruiting and verifying volunteers. Telemarketing Presentations will be scheduled during the Calling Period as specified by The HSUS at DCCI'S reasonable discretion within legal permissible calling times. If mutually agreed to by both parties, for those contacted who decline to volunteer, a final appeal for a one-time donation to the campaign will be made.

DCCI will provide the following services:

- Phone appending as needed, selecting and preparing names as provided by THE HSUS
- Developing scripts and background materials, in consultation with THE HSUS and its consultants
- Initial and ongoing training of telemarketers
- Telemarketing to selected lists and segments
- Separate volunteer verification calls within approximately 24-48 hours of the original recruitment call
- Administration assistance of the Integrated Online Payment Portal and Volunteer Tool Solution
TOOL TO BE PROVIDED BY THE HSUS OR IT'S SUPPLIER.
- Writing, design, artwork, production, letter shopping and postage of one Reminder letter for each volunteer as well as up to three (3) Pledge Collection and Reminder letters for donations made by non-volunteers.
- Writing, design, artwork, production, letter shopping and postage of Volunteer Kit
- Attempted capture of email addresses and use of emails in the pledge collection process
- Generating one time gift credit card reports containing all information required in order for THE HSUS (or its agent, as directed by THE HSUS) to process credit cards
- Providing THE HSUS (or its agent, as directed by THE HSUS) with paid donor and updated house file information (including names, phone numbers and email addresses) in a mutually agreed upon format
- Generating reports as reasonably required by THE HSUS
- Follow-up on donor inquiries/complaints/concerns forwarded by THE HSUS to DCCI

THE HSUS agrees to provide:

- Donor Lists in electronic format
- Timely review and, where appropriate, approval of campaign themes, scripts, letters, copy and email messages
- Organization information, logos and photos in jpeg format for Volunteer Kits and other print materials as well as for agent training, approved copy and images for DCCI's use solely for this project.
- Assistance in agent training as requested and arranged by DCCI
- Accurate identification, processing and reporting of fulfilled volunteers and related donations generated by these Telemarketing Programs on a timely basis and in a manner that enables DCCI to effectively execute the Reminder Mailing, to the best of HSUS's ability
- Caging
- Timely payment of fees to DCCI

1.1 FAMILY & FRIENDS - FEES

For services rendered, DCCI will invoice THE HSUS on a weekly basis at the following rates:

1.	Telephone Presentation (per completed call)		\$2.20
2.	Pledge Letter (Production)		\$0.50
3.	Pledge Letter (Stationery) approx 3,500 pieces		\$0.45
4.	Postage		At Cost
5.	One Time Gift Pledge (via credit card or pledge)		\$1.00
6.	Volunteer Kit	Qty of 20,000+	\$2.90
		Test Qty of 2,500	\$3.75
7.	Phone # Appending (New or Verified Phone #)		\$0.04
8.	Communicator Training (per hour)		\$17.00
	With a maximum training charge of \$510 total.		
9.	30 Second, Broadcast Voice Message (delivered)		\$0.10
10.	Computer Programming (per hour for special requests)		\$85.00
-	THE HSUS may elect to provide stationery for pledge letters to DCCI's specs.		
-	DCCI will provide written estimates to THE HSUS for any special computer programming requests		
-	Caging services will be procured by THE HSUS from a third party provider and caging costs are not a part of this agreement.		
-	Billable Communicator Training Hours and Broadcast Voice Messages will be estimated in advance and prior approval by THE HSUS will be obtained.		

2.0 BILLING AND PAYMENT TERMS FOR ALL PROGRAMS

DCCI bills weekly for Telemarketing Presentations and other fees.
Invoices are due in 30 days. All prices are U.S. Funds.

3.0 FORECASTS

DCCI's response and financial forecasts of the planned telemarketing programs defined within this Agreement and/or provided from time to time shall not be considered representations by DCCI. DCCI shall in no way be liable for not meeting or not substantially meeting any projections provided to THE HSUS, and makes no guarantees regarding the number of presentations to be made.

4.0 ADDITIONAL RESPONSIBILITIES OF BOTH PARTIES

4.1 DCCI will produce and provide all scripts and information used by DCCI in the conduct of the fundraising campaign to THE HSUS for its authorization prior to the use of said scripts and information. THE HSUS will supply in a timely fashion to DCC all information it deems accurate and appropriate for use by DCCI in describing THE HSUS, its cause, the purpose for raising funds etc.

4.2 THE HSUS will review, and where applicable, approve of, in writing, all creative strategies, telemarketing scripts, copy and artwork for collection packages in a timely fashion. Once collection packages are approved by THE HSUS, then the cost of any changes to the collection packages required by THE HSUS will be the responsibility of THE HSUS. DCCI will include no component in a Volunteer Kit, Reminder Letter or Pledge Letter without THE HSUS' approval. If THE HSUS requests that additional information be included in any fulfillment package after The

HSUS has approved the package(s), THE HSUS agrees to pay for any additional writing, design, production, letter shopping, and postage costs attributed to the extra material.

- 4.3 Both DCCI and THE HSUS will make reasonable efforts to provide to one another all data required for execution and fulfillment of this program in a timely manner and in the format outlined in this agreement.
- 4.4 Should THE HSUS wish to monitor any calls made on its behalf by DCCI from a remote location, DCCI agrees to facilitate this monitoring for THE HSUS. Should THE HSUS wish to participate in any training sessions with callers or call centre staff, THE HSUS may do so in coordination with DCCI staff.

5.0 CONFIDENTIALITY

"Donor lists" are lists comprised only of the names, addresses, email addresses, telephone numbers, payment amounts, payment dates and payment types (check or credit card) concerning those individuals provided by THE HSUS and also those who have paid a gift to THE HSUS through these Telemarketing Programs. Donor lists are the exclusive property of THE HSUS, and such lists are included in the Confidential Information of THE HSUS.

- 5.1 DCCI acknowledges that THE HSUS' scripts, background materials, designs, artwork, plans, correspondence, logos, emblems, slogans, indicia, reports and donor lists that have been created or collected by DCCI, disclosed to DCCI by THE HSUS, or disclosed to DCCI by any other party pursuant to this Agreement (collectively referred to hereinafter as "**the Confidential Information**") of which DCCI or its agents, representatives or employees become aware as a result of the execution of THE HSUS' programs pursuant to this Agreement shall be treated as confidential and DCCI shall take commercially-reasonable measures to protect such information. For the purposes of this Agreement, the Confidential Information shall not include information that is now or subsequently becomes generally available to the public through no fault or breach on the part of DCCI.
- 5.2 DCCI shall keep secret and confidential, and not disclose, publish, or disseminate, in whole or in part, the Confidential Information to any third party without THE HSUS' express prior written consent which may be withheld by THE HSUS, except consent may not be withheld for actions taken according to the terms of and in fulfillment of this Agreement. DCCI shall use commercially reasonable efforts to prevent inadvertent disclosure to any third party or legal entity.
- 5.3 DCCI shall make the Confidential Information available to its employees and agents only to the extent needed to perform its obligations under this Agreement. DCCI shall ensure that the Confidential Information is not disclosed to any of its officers, employees, agents, representatives or independent contractors (collectively the "**Employees**"), other than those who are directly engaged in the execution of the programs pursuant to this Agreement (the "Project"). DCCI shall take reasonable measures to ensure all employees and agents who have access to Confidential Information do not disclose it to any party or individual not involved in the performance of this Agreement.
- 5.4 Upon the termination of this Agreement DCCI shall provide to THE HSUS all copies of any materials containing the Confidential Information, or cause copies of such materials to be destroyed, after completion of all actions undertaken in fulfillment of this Agreement.

- 5.5 The obligations of confidentiality imposed upon DCCI and its employees shall survive the termination of this Agreement for any reason.
- 5.6 In the event that a third party seeks DCCI to disclose any of the Confidential Information, to the extent permitted by law, DCCI shall promptly report to THE HSUS, in writing, prior to making any such disclosure in order to facilitate THE HSUS seeking a protective order or other appropriate remedy from the proper authority. DCCI agrees to co-operate with THE HSUS in seeking such order or other remedy. DCCI further agrees that if THE HSUS is not successful in precluding the requesting legal body from requiring disclosure of the Confidential Information, DCCI will furnish only that portion of the Confidential Information that is legally required.

PCI Compliance (PCI)

- 5.7 DCCI warrants that during the term of this agreement THE HSUS' calling and data will be handled using only processes and procedures that meet the PCI DSS standards.

DCCI will defend, indemnify and hold harmless THE HSUS from and against any and all damages, costs, liabilities and expenses (including, without limitation, reasonable attorney fees) arising from any third party claims, suits or threats of suits, that may be brought or made on the basis of any security breach caused by DCCI's breach or failure to comply with current applicable PCI standards.

6.0 COMPLIANCE WITH APPLICABLE LAWS AND PRIVACY

- 6.1 Both parties will comply with all state and federal solicitation, telemarketing, and consumer privacy laws.
- 6.2 THE HSUS shall provide a list of donors who have requested no further telephone contact, for solicitation purposes or otherwise, by or on behalf of THE HSUS, prior to execution of THE HSUS' programs, or HSUS will exclude list of Do Not Call donors prior to providing the list to DCCI. DCCI shall purge those names from the call file and shall continue to add telephone numbers of donors who request no further solicitation by or on behalf of THE HSUS. The updated suppression file will then be returned to THE HSUS on an agreed upon interval.
- 6.3 THE HSUS warrants that any THE HSUS-provided list or database not "scrubbed" or "purged" against any applicable state and/or federal "no call registry" or do-not-call list includes only contacts which meet one of the exemptions to applicable state and/or federal Do Not Call registry.
- 6.4 DCCI reserves the right to indefinitely delay the execution of any program for which THE HSUS does not provide an in-house Do-Not-Call list, and/or proper state and federal registration(s). DCCI does not provide legal advice in the area of proper registration and assumes no liability with respect to same.
- 6.5 Each party will be responsible for meeting its respective registration, filing and record keeping requirements where required by law.
- 6.6 Each party warrants compliance with all applicable federal and state personal identity and data privacy laws, rules, and regulations and consumer protection acts.

- 6.7 Subcontractors providing material assistance to any project or service directly or indirectly impacted by this Agreement shall, likewise, be contractually bound to compliance with all state and federal consumer protection laws, rules, and regulations.
- 6.8 **Compliance with State Statutes:** This Contract is subject to the provisions of statutory law and the implementing regulations applicable to the solicitation of contributions and funds for charitable organizations that are in effect in each of the States of the United States, as amended, from time to time. The terms and conditions required to be incorporated into this Contract by the provisions of State law at this time are contained in **CONTRACT ADDENDUM**, which is attached and incorporated herein by reference.
- 6.9 The parties to this Agreement shall make every effort to comply with all State Charitable Solicitation Registration requirements at all times during the term of this Agreement. Both parties to this Agreement shall make every effort to inform the other of any information that could cause either party to infringe any State Charitable Solicitation Registration requirement.
- 6.10 DCCI shall assist THE HSUS in complying with those Registration requirements specific to the campaign(s) stipulated in this Agreement, including filing of Notices of Solicitation in those States requiring them, and any and all financial reporting required. In order to comply with these requirements, DCCI may request THE HSUS to provide signatures, gross receipts from the campaign(s) stipulated in this Agreement, and any other information pertinent to Registration requirements not available to DCCI from any other source. THE HSUS agrees to provide such signatures and information within seven (7) days from receipt of any such request.

7.0 INTELLECTUAL PROPERTY

- 7.1 DCCI shall not have any right, title or interest, expressed or implied, in the names or trademarks "The Humane Society of the United States", or any derivative thereof as a result of being entitled hereunder to promote THE HSUS and to produce and distribute written materials using such names and/or trademarks in connection with any telemarketing programs.
- 7.2 For greater certainty, DCCI agrees that it shall not have the right to use any such trademarks or any colourable imitation thereof, either alone or in combination with any other trademarks, words, letters, symbols or designs, in connection with any programs, services or goods manufactured for any other purpose except as permitted herein.
- 7.3 Notwithstanding the foregoing, DCCI shall be permitted to include the name of "The Humane Society of the United States", on its list of clients for DCCI's own marketing efforts with The HSUS' prior written approval (email is acceptable).
- 7.4 DCCI acknowledges and agrees that THE HSUS shall exclusively own all right, title and interest, in all THE HSUS' donors, scripts, background materials, designs, artwork, correspondence, reports, logos, emblems, slogans or indicia of origin (hereinafter defined as the "**Work Product**"), subject to the terms and in fulfillment of this Agreement.
- 7.5 THE HSUS hereby grants to DCCI the non-exclusive, royalty free right and license to use the Work Product, THE HSUS' trade-marks, and any other materials or information owned by and provided to DCCI by THE HSUS (collectively the "**Intellectual Property**"), for the sole purpose of permitting DCCI to fulfill the terms of and obligations under this Agreement. DCCI shall use the Intellectual Property only for the purposes expressly stated in this Agreement.

8.0 TERMINATION

8.1 Termination by THE HSUS

The HSUS reserves the right to terminate this contract at anytime with (30) thirty days advance written notice, subject only to Section 8.5 below.

8.2 Minimum Before Termination

Except as provided for in Section 8.1 above, and unless otherwise mutually agreed, each Telemarketing Program will require a minimum 500 completed presentations prior to program termination.

8.3 Termination by DCCI

DCCI reserves the right to terminate this contract at anytime with thirty (30) days advance written notice.

8.4 Damages

THE HSUS and DCCI agree that no damages will be suffered and no claims or legal process of any kind, except in accordance with this agreement, shall be commenced as a result of cancellation, in accordance with this section.

8.5 Collection Following Termination

Following termination, all planned fulfillment and pledge collection procedures will continue to standard completion and all DCCI invoices for services rendered will be paid in full including all approved costs for planned fulfillment and pledge collection following termination.

8.6 Insolvency

Should either party become insolvent or file for bankruptcy, this contract is deemed null and void, with the exception that if either party owes the other money, that money must accrue to the owed party, and all references to ownership of data and confidentiality of same will not terminate but survive forever.

9.0 WARRANTIES AND INDEMNITY

THE HSUS warrants that it has the authority to make this Agreement, and that all information it has provided or provides in the future to DCCI for use in the Telemarketing programs (including, but not limited to, information concerning THE HSUS'S activities, programs, licenses, charitable organization taxation status, and use of donations) is complete and accurate in all material respects, and will remain complete and accurate in all material respects throughout the term of this Agreement.

THE HSUS hereby indemnifies DCCI, its officers, directors, employees, agents or any person for whom DCCI may be responsible at law from and against any and all liabilities, losses, damages, claims, fines, penalties, costs, and expenses (including, without limitations, reasonable legal and accounting fees and disbursements) arising out of or resulting from any and all breaches of the warranties of THE HSUS contained in this Agreement.

DCCI warrants that it has the authority to make this Agreement and that its services shall be in compliance with all applicable federal, state, and local law. DCCI hereby indemnifies THE HSUS its officers, directors, employees, agents or any person for whom THE HSUS may be responsible at law from

and against any and all liabilities, losses, damages, claims, fines, penalties, costs, and expenses (including, without limitations, reasonable legal and accounting fees and disbursements) arising out of or resulting from any and all breaches of the warranties of DCCI contained in this Agreement and from any and all breaches of Section 2, above.

10.0 RESOLUTION PROCESS

(a) Negotiations

DCCI and THE HSUS will both attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly by negotiations between representatives of the parties who have authority to settle the controversy.

The disputing party will give the other party written notice of the dispute. Within five (5) calendar days after receipt of this notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the person who will represent that party at the negotiation. The persons shall meet at a mutually acceptable time and place within ten (10) calendar days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

Any conflict that cannot be resolved by private negotiations shall be settled by binding arbitration in a mutually agreed upon location, administered by the American Arbitration Association under its "Commercial Arbitration Rules." If the parties cannot agree upon an arbitrator, then each party shall choose its own independent representative and those independent representatives shall, in turn, choose the single arbitrator within fifteen days of the date of the selection of the first independent representative. The decision and any award resulting from such arbitration will be final and binding. Both parties will equally share the fees of the arbitrator. The existence, or content or results of any proceedings under this section will be considered Confidential Information.

(b) This Procedure is the Only Procedure for Settling Disputes

The procedures specified in this section are the only procedures for the resolution of any controversy or claim arising out of or related to this Agreement, or the breach, termination or validity thereof, or any other related agreement, between DCCI and THE HSUS. If any party attempts to have issues resolved pursuant to this section, the parties agree that this section can be used to stay any such action. However, before or during the time that DCCI and THE HSUS follow these procedures, either one can go to the appropriate court to get a preliminary injunction or other preliminary judicial relief if such party reasonably believes that such a step is necessary to avoid irreparable damage or harm. Even if either party takes such action, both parties will continue to participate in good faith in the procedures specified in this section.

11.0 MISCELLANEOUS

No waiver of any term, provision or condition of this agreement, whether expressed or implied, and whether by conduct or otherwise, in any one or more instances, shall be valid unless the same shall be in writing and any such valid written waiver shall not be construed as a further or continuing waiver beyond its express terms.

The entire agreement between the parties is expressed herein and in the agreements previously assigned and/or herein referred to, and no variation or modification of their terms shall be valid unless expressed in a document duly signed by both parties.

The captions of the sections and paragraphs of this agreement are for convenience of reference only, and shall not be referred to for purposes of interpretation.

The agreement may be executed in any number of counterparts, and any counterpart sign in the aggregate by the signatories hereto shall constitute a single original instrument. This agreement shall not be assignable by any party without the written consent of the other party hereto.

This agreement shall be governed and interpreted in accordance with the laws of the State of Maryland.

AGREED AND ACCEPTED:

DONOR CARE CENTER, INC.

THE HUMANE SOCIETY OF THE UNITED STATES

BY: Nicole Weidokal

BY: [Signature]

NICOLE WEIDOKAL, VP OF
Print Name and Title CLIENT SERVICES

G. Thomas Waite, III CFO
Print Name and Title

3-18-11
Dated

3/9/11
Dated

BY: [Signature]

Andrew Rowan
Print Name and Title

3/14/11
Dated

CONTRACT ADDENDUM

This addendum to the Master Service Agreement is made and entered into the date set forth on the signature page, by and between Donor Care Center, Inc. (hereinafter referred to as "DCCI") and The Humane Society of the United States, a non-profit corporation (hereinafter referred to as "CLIENT").

WHEREAS, DCCI and CLIENT are parties to a Master Service Agreement for the conduct of a public awareness and education campaign for and on behalf of CLIENT;

And

WHEREAS, in order to affect registration in compliance with the laws of the states listed below and for that portion of the contract where activities will be conducted in the states listed below an addendum is required.

WITNESSETH FOR AND IN CONSIDERATION of mutual covenants herein contained, the sufficiency of which is acknowledged by the signatures of the parties hereto, and it is hereby agreed as follows:

1. The main Agreement between DCCI and CLIENT is **not a percentage-based agreement** and the following language is provided only for purposes of complying with the contract disclosure requirements of the states set forth below. DCCI is to be paid a fixed fee per hour or contact as set forth in the main Agreement and said compensation provisions shall be controlling. As outlined in the main Agreement, CLIENT exercises control and approval over the content and frequency of all solicitations. At no time will DCCI have custody of the funds or access to the bank accounts.

- a. For purposes of providing language to comply with the laws of the various states requiring a minimum percentage disclosure, the main Agreement shall be modified to add the following section:

CLIENT shall receive a **minimum** of point zero five percent (0.05%) of gross revenue, or the amount set forth in the main Agreement, whichever is greater. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged.

- b. For purposes of the providing language to comply with the laws of the various states requiring an estimated percentage disclosure, the main Agreement shall be modified to add the following section:

This contract is not a percentage-based contract. However, it is estimated that CLIENT shall receive a **minimum** of point zero five percent (0.05%) of gross revenue. This is an estimated **minimum** percentage based upon the estimated number of contacts, average pledge fulfillment and comparison to similar campaigns. All financial arrangements as stated in

the main Agreement shall remain in effect and unchanged. For purposes of the state of Ohio; CLIENT is guaranteed a percentage of the gross revenue, which is not less than ninety percent (90%) of the estimated percentage. For purposes of the states of Georgia, Utah and Wisconsin, CLIENT is guaranteed a percentage of the gross revenue, which is not less than the reasonable estimate less 10 percent (10%) of the gross revenue.

- c. For purposes of providing language to comply with the laws of the various states requiring a fixed or guaranteed percentage disclosure and/or a percentage which shall be received by DCCI, the main Agreement shall be modified to add the following section:

CLIENT shall receive as a result of this solicitation campaign **minimum** point zero five percent (0.05%) and DCCI shall receive an estimated ninety-nine point ninety five percent (99.95%) of all funds raised. The percentage going to DCCI is a good faith estimate. This shall not affect or alter compensation provisions as provided in the main Agreement.

- d. For purposes of the state of Florida only, the agreement shall be modified to add the following section:

Within two days of receipt, all Florida contributions in the possession of DCCI shall be delivered to CLIENT or deposited into a bank account, which shall be in the name of the CLIENT.

- e. For purposes of the state of California only, the contract shall be modified to add the following sections:

The main Agreement between DCCI and CLIENT is not a percentage-based agreement and the following language is provided only for purposes of complying with the contract disclosure requirements of California. DCCI is paid on a cost-per-call basis as set forth in the main Agreement and said compensation provisions shall be controlling. As outlined in the main Agreement, CLIENT exercises control and approval over the content and frequency of all solicitations. It is estimated that DCCI's fees will comprise approximately ninety-nine point ninety five percent (99.95%) of the total contributions received by the CLIENT in the duration of the Agreement from programs executed by DCCI, based on DCCI's good faith estimate. Notwithstanding, this shall not affect or alter the compensation provisions as provided in the Agreement and any Program schedules appended thereto.

Solicitation activity is to commence on February 1, 2011 within the State of California or ten working days after receipt of the Agreement by the Attorney General. Each contribution in the control or custody of DCCI shall, within five (5) working days of receipt, be deposited in an account at

a bank or other federally insured financial institution that is solely in the name of the CLIENT and over which CLIENT has sole control of withdrawals.

CLIENT has the right to cancel this Agreement without cost, penalty, or liability for a period of ten (10) days following the date on which the contract is executed. CLIENT may exercise this right by serving a written notice of cancellation on DCCI. Said notice must be provided by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Any funds collected after effective notice of cancellation shall be deemed to be held in trust for the benefit of CLIENT without deduction for costs or expenses of any nature, and CLIENT shall be entitled to recover all funds collected after the date of cancellation.

Following the foregoing initial ten (10) day cancellation period, CLIENT may terminate this Agreement by giving (30) days written notice. Said notice must be provided by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination under this subsection, CLIENT shall be liable for services provided by DCCI up to thirty (30) days after the effective service of the notice. In addition, following the initial ten (10) day cancellation period, CLINET may terminate this Agreement at any time upon written notice, without payment or compensation of any kind to DCCI, if DCCI or its agents, employees, or representatives make(s) any material misrepresentations in the course of solicitations or with respect to CLIENT; are found by CLIENT to have been convicted of a crime arising from the conduct of a solicitation for a charitable organization or purpose punishable as a misdemeanor or a felony; or otherwise conduct fundraising activities in a manner that causes or could cause public disparagement of CLIENT's good name or good will.

- f. For the purposes of the state of Alaska and Illinois only, the contract shall be modified to add the following section:

DCCI shall be authorized by CLIENT to conduct solicitations on a nationwide basis during the term of this agreement, DCCI projects \$45,500.00 in gross revenue to be raised from this campaign, DCCI estimates expenses related to the campaign to be \$45,000.00. The figures are DCCI's good faith estimate. This shall not affect any of the other terms including compensation as set out in the main Agreement. The books and records of fundraising activities shall be kept at the address of DCCI as provided in the main Agreement.

- g. For purposes of the State of Indiana only, the following shall apply:

This agreement is not a percentage-based contract. The average percentage of gross contributions received by sponsoring organizations as a result of campaigns conducted by DCCI in the three years preceding this agreement is 35.12%.

DCCI shall, at least on a quarterly basis, provide CLIENT with access to and use of information concerning contributors, including the name, address and telephone number of each contributor and the date and amount of each contribution. DCCI shall not restrict in any way the use by CLIENT of the contributor information.

- h. For the purposes of the State of Mississippi, the following shall apply:

Solicitation activity is to commence on February 1, 2011 within the State of Mississippi or ten working days after the contract is received by the Office of the Secretary of State.

All oral and written presentations to be used by DCCI (and any material changes thereto), shall have been reduced to writing and shall have been reviewed and approved by CLIENT.

Solicitation activity and the contract will terminate on January 31, 2012 within the State of Mississippi.

- i. For the purposes of the State of New Hampshire, the following shall apply:

The name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole exclusive property of CLIENT with no rights to transfer, sell, rent, or otherwise cause same to be used except by CLIENT.

- j. For the purposes of the State of New York, the following shall apply:

Within five days of receipt, all funds received from solicitation shall be deposited in a bank account under the exclusive control of the non-profit organization.

CLIENT has a right to cancel without cost for a period of fifteen days following the date on which said contract is filed with the attorney general. The address to which the notice of cancellation is to be sent is the same as stated in the Master Service Agreement, a duplicate of which shall be sent to: Attorney General: Charities Bureau, The Capitol, Albany NY 12224.

- k. For the purposes of the State of Pennsylvania, the following shall apply:

Percentage to Professional Solicitor. CLIENT agrees that DCCI shall be compensated pursuant to the terms of the agreement, which is estimated to be ninety-nine point ninety five percent (99.95%) of gross revenue. This estimated percentage is based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect or alter compensation provisions as listed in the main Agreement.

Guarantee to CLIENT. CLIENT shall receive as a result of this solicitation campaign, a **minimum** guarantee of point zero five percent (0.05%) of gross revenue. This shall not affect or alter compensation provisions as listed in the main Agreement.

Solicitation activity is to commence on February 1, 2011 within the Commonwealth of Pennsylvania or ten working days after the Solicitation Notice is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Solicitations.

Solicitation activity and the contract will terminate on January 31, 2012 within the Commonwealth of Pennsylvania.

- l. For the purpose of the State of South Carolina the following shall apply:

Location and telephone number of phone room for this campaign:

New Philadelphia Center
515 West High St.
New Philadelphia, OH 44663
330-339-7222

North Canton Center
4535 Strausser St. NW
North Canton, OH 44720
330-497-4888

Barberton Center
480 Tuscarawas Ave. W
Suite 302
Barberton, OH 44203
330-745-4904

Minerva Center
219 N. Market Ave.
Minerva, OH 44657
330-868-2000

Name and residence address of phone room manager:

Anthony Ciavarella
111 Chadwick Lane
Austintown, OH 44515

- m. For the purposes of the State of Tennessee only:

Professional fundraiser does not receive donations on behalf of the Organization, does not have access to the funds raised and does not make deposits to and does not have signature authority with, or any other authority over, the Organization's bank accounts.

- n. For the purposes of the State of Vermont the following shall apply:

Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within sixty (60) days after the end of a solicitation campaign, with a statement setting out the name and address of each contributor and the amount of the contribution; the amount of the gross receipts; and an itemized list of all expenses, commissions, and other costs incurred in the campaign. The law also gives charities other rights, including the right to cancel this contract or to recover damages, or both, in certain circumstances. Contact the Vermont Attorney General for further information.

Professional fundraiser shall not restrict in any way the use by CHARITY of the list of donors to the campaign

- o. The Mission of Client is: We work to reduce suffering and to create meaningful social change for animals by advocating for sensible public policies, investigating cruelty and working to enforce existing laws, educating the public about animal issues, joining with corporations on behalf of animal-friendly policies, and conducting hands-on programs that make ours a more humane world.

2. In all other respects not specifically modified herein the existing Master Service Agreement shall remain in full force and effect. A copy of said agreement is attached hereto and incorporated herein by this reference.

Further, this agreement may not be modified, changed or terminated in whole or in part, in any manner except by an agreement duly signed by CLIENT and DCCI.

WHEREFORE, the parties hereto have executed this addendum on the day and year first above written.

For the purposes of state registration **two (2)** client signatures are needed, **one of whom shall be a member of CLIENT's governing board or body.**

AGREED AND ACCEPTED:

DONOR CARE CENTER INC.

**THE HUMANE SOCIETY OF THE
UNITED STATES**

BY: Nicole Weidokel

BY: G. Thomas White, III

NICOLE WEIDOKEL VP OF CLIENT SERVICES
Printed Name and Title

G. Thomas White, III CFO
Printed Name and Title

3-18-11
Dated

3/9/11
Dated

BY: Andrew Rowan

Andrew Rowan
Printed Name and Title

3/14/11
Dated