

AMENDMENT #2 TO ORIGINAL AGREEMENT
BETWEEN
THE HUMANE SOCIETY OF THE UNITED STATES
AND
INFOCISION, INC. DBA INFOCISION MANAGEMENT CORPORATION

RECEIVED
FEB 17 2012

This Amendment (the "Amendment") by and between The Humane Society of the United States, (hereinafter "Client") having its principal address at 2100 L Street NW, Washington, DC 20037 and InfoCision, Inc. dba InfoCision Management Corporation (hereinafter "IMC"), a Delaware corporation having its principal address at 325 Springside Drive, Akron, Ohio 44333, is dated as of the last date set forth below and amends the Agreement (the "Agreement") dated January 6, 2012 by and between Client and IMC.

Now, come the Parties, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, to amend the Agreement as follows:

1. Please change the name of InfoCision Management Corporation to InfoCision, Inc. dba InfoCision Management Corporation.

All other terms and conditions of the Agreement referenced above shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly caused this Amendment to be executed on the last date set forth below.

THE HUMANE SOCIETY OF THE UNITED STATES

By: _____
Print Name: _____
Title: _____
Date: _____

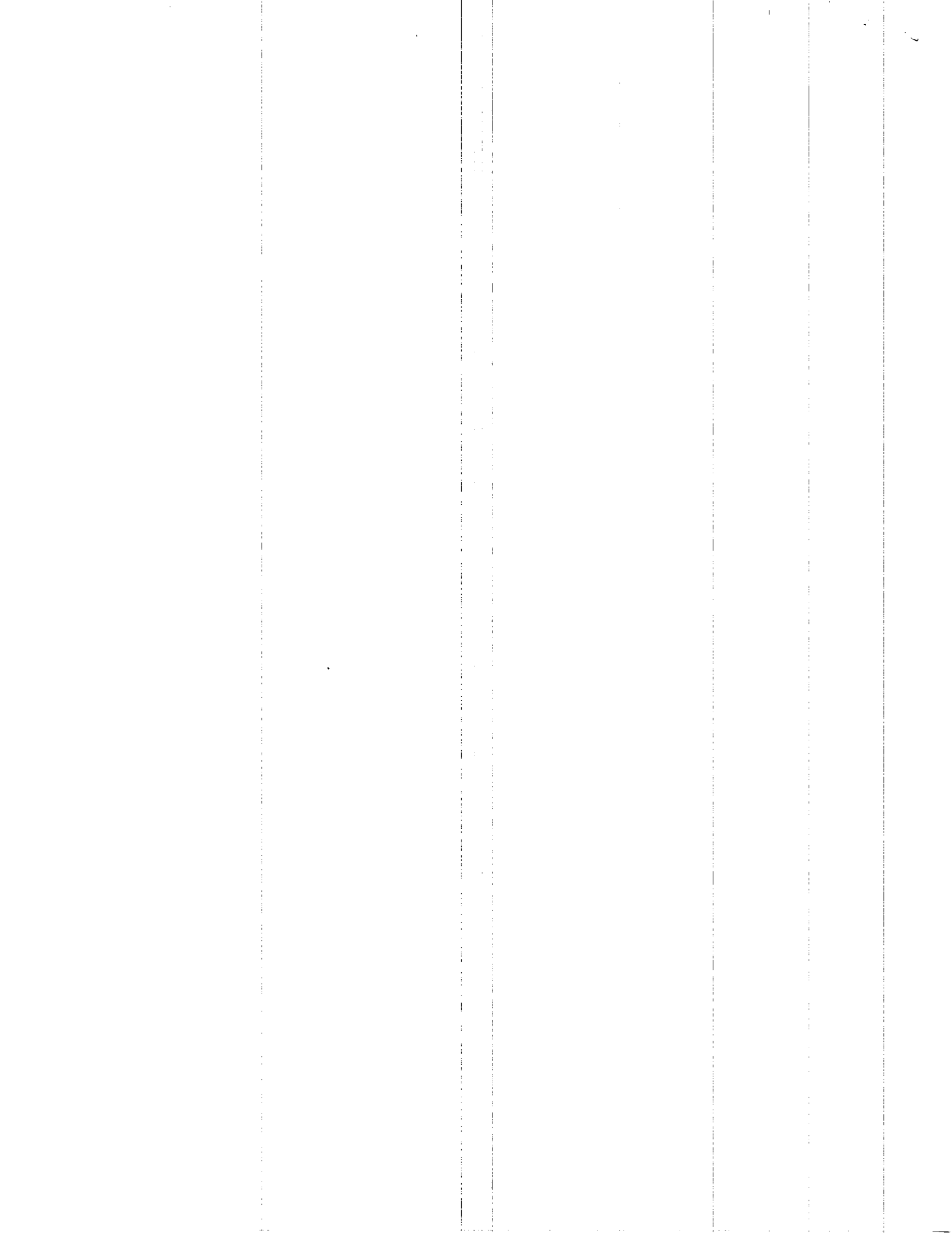
By: _____
Print Name: _____
Title: _____
Date: _____

INFOCISION, INC. DBA INFOCISION MANAGEMENT CORPORATION

By: _____
Print Name: Carl Albright
Title: President & CEO
Date: 2/3/12

By: _____
Print Name: Jeffrey LeBlanc
Title: Vice President of Client Services
Date: 1/31/12

Kmg



STATE OF OHIO)
)
COUNTY OF SUMMIT)

ADDENDUM TO ORIGINAL AGREEMENT
BETWEEN
THE HUMANE SOCIETY OF THE UNITED STATES
AND
INFOCISION MANAGEMENT CORPORATION

This Addendum (the "Addendum") by and between The Humane Society of the United States, (hereinafter "Client") having its principal address at 2100 L Street NW, Washington, DC 20037, and InfoCision Management Corporation (hereinafter "IMC"), a Delaware corporation having its principal address at 325 Springside Drive, Akron, Ohio 44333, is dated as of the last date set forth below and amends the Agreement (the "Agreement") dated ~~December 6~~, 2011^{January 2} by and between Client and IMC.

Now, come the Parties, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, to amend the Agreement as follows:

1. In section **2.3 Client Obligations**, please delete the second bullet point in its entirety.
2. In section **3.1 Invoices; Finance Charge**, in the second sentence, please delete the phrase "Payment of invoices is due fourteen (14) days from the date of invoice," and replace with "Payment of invoices is due thirty (30) days from the date of invoice."
3. Please remove section **3.4 Billing Disputes** in its entirety and replace with the following:
3.4 Billing Disputes. In the event the Client, in good faith, disputes IMC's computation of amounts due and owing within all applicable period of limitation, Client may withhold payment of the disputed amount. Client must pay all charges which are not in dispute in accordance with the payment terms set forth in this Section. An amount will not be considered "in dispute" until Client has provided IMC with written documentation explaining the disputed amount and describing the factual and legal basis for the dispute. Disputed amounts which are found to be payable will be subject to all finance charges applicable set forth from the original invoice date. Any invoice or part of an invoice not disputed within sixty (60) days of date of invoice shall be regarded conclusively as undisputed. The parties shall use best efforts to resolve any billing dispute without a formal proceeding.
4. Please remove section **6.1 Inbound** in its entirety.
5. Please remove section **7. Staffing (Inbound Campaigns Only)** in its entirety.
6. In section **9.1 MUTUAL INDEMNIFICATION**, please delete this section in its entirety and replace with the following:

9.1 MUTUAL INDEMNIFICATION. EACH PARTY (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS; FEES AND COSTS OF ANY INVESTIGATION OR ACTION RELATED THERETO) SUFFERED OR INCURRED BY THE INDEMNIFIED PARTIES (I) AS A RESULT OF THE INDEMNIFYING

PARTY'S FAILURE TO PERFORM OR IMPROPER PERFORMANCE OF SECTIONS 10 AND 12.3 OF THIS AGREEMENT; OR (II) FROM THE BREACH OF INCORRECTNESS OF ANY REPRESENTATION OR WARRANTY MADE HEREIN BY THE INDEMNIFYING PARTY. FURTHER, CLIENT SHALL INDEMNIFY AND HOLD IMC HARMLESS FROM ANY LOSSES ARISING OUT OF ANY SCRIPTS AND/OR SUPPORT MATERIALS PROVIDED OR APPROVED BY CLIENT AND HEREBY RELEASES IMC FROM ANY LOSSES IN CONNECTION THEREWITH. *THIS SECTION FURTHER INCLUDES ALL FINES INCURRED BY THE INDEMNIFIED PARTIES REGARDING REGISTRATION DUE TO THE INDEMNIFYING PARTY'S FAILURE TO COMPLY IN A TIMELY MANNER WITH STATE REGISTRATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO SOLICITATION NOTICES AND FINANCIAL STATEMENTS.*

7. Under section **9.1 MUTUAL INDEMNIFICATION**, please add the following:

9.1A PAYMENT CARD INDUSTRY COMPLIANCE. IMC SHALL INDEMNIFY AND HOLD AND SAVE CLIENT, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SERVANTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, JUDGMENTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS FEES AND COSTS OF LITIGATION), PENALTIES, OR LIABILITIES ARISING OUT OF ANY CLAIMS, SUITS, OR THREATS OF SUITS, ARISING OUT OF IMC'S BREACH OF ANY APPLICABLE PAYMENT CARD INDUSTRY STANDARD OR OTHER STANDARD, OR ANY FEDERAL, STATE, OR LOCAL LAW, STATUTE, REGULATION, OR ORDINANCE GOVERNING THE COLLECTION, STORAGE, PROCESSING, OR OTHER USE OF THE PERSONAL, FINANCIAL, OR OTHER INFORMATION OF ANY CREDIT CARD HOLDER.

8. Please remove section **9.3 Limitation of Liability** in its entirety and replace with the following:

9.3 Limitation of Liability. In no event shall IMC be liable to Client for (i) any special, incidental or consequential damages of any kind (including, without limitation, lost profits); (ii) any punitive damages arising by virtue of any dealings between the parties. IMC's entire liability to Client for damages in connection with the Services provided to Client or provided by Client to its clients, shall not exceed in the aggregate the total contract price due IMC under this Agreement. The terms and provisions of this section constitute a material inducement for the parties entering into this Agreement.

9. In **SECTION 11. USE OF OUTSIDE CONSULTANTS** please add the following sentence at the end of the paragraph: "IMC shall require all consultants used as part of or in connection with this Agreement to agree to the terms and conditions set for the Sections 9.1A, 10 and 12.3."

10. Please remove section **12.3 Compliance with State Law and Registration Requirements** in its entirety and replace with the following:

12.3 Charitable Solicitation Statutes.

- a. **Charitable Solicitation Statutes Compliance.** Each Party to this Agreement shall be responsible for knowing about and complying with, at its own expense, that portion of any applicable federal, state, or municipal charitable solicitation statute, law, regulation, and/or ordinance that applies to the party. Provided however, fines incurred by IMC resulting from the negligence of the Client shall be subject to indemnification as set for in section 9. Each party to this Agreement agrees that it shall take all steps necessary, including, but not limited to, registering with the appropriate governmental authority, to comply with all federal, state, or municipal charitable solicitation statutes, laws, regulations, and ordinances that regulate commercial co-venturing. The parties agree that in the event this Agreement must be modified to satisfy the contract-text requirement of any applicable federal, state, or municipal charitable solicitation statute, law, regulation, or ordinance, the parties shall negotiate an amendment to this Agreement which shall satisfy said statute, law, regulation, or ordinance and shall contain terms as similar as possible to the terms of this Agreement.

- b. Notice of Noncompliance. In the event IMC is notified of any alleged noncompliance on its part under any pertinent federal, state, or municipal charitable solicitation statute, law, regulation, or ordinance, IMC shall:
1. promptly notify Client of said alleged noncompliance; and
 2. immediately suspend the activity that resulted in the notification of alleged noncompliance.
- c. Opportunity to Comply. IMC shall have thirty (30) calendar days from the date it is notified of the alleged noncompliance to take all necessary steps to bring itself into compliance or otherwise resolve the matter. Any actual noncompliance on IMC's part shall not be considered a breach of section 12.3(b), above, provided that:
1. IMC does not resume the activity suspended pursuant to Section 12.3(b), above, until IMC brings itself into compliance or otherwise resolves this matter,
 2. no material prejudice to Client results from such noncompliance; and
 3. IMC provides written assurance to Client, at Client's request, at any one or more times of steps being taken by IMC to come into compliance, including providing Client with copies of all IMC's correspondence with authorities or other pertinent documents evidencing such steps.

11. Please remove section 12.9 Waiver in its entirety and replace with the following:

12.9 Waiver. No waiver of any term or provision in this Agreement shall be deemed effective unless such waiver is in writing and signed by the party to be charged with such waiver. The failure or delay of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any right under this Agreement.

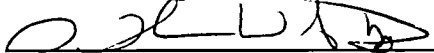
12. Please remove section 12.13 Observing Holidays in its entirety and replace with the following:


12.13 Observing Holidays. IMC will be open 24 hours a day, 365 days a year at the standard per-minute rate for Client's calls, unless otherwise requested by Client. (See Pricing). IMC observes the following holidays: New Year's Eve, New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. In addition, IMC allows two half days per year for company functions (a Christmas party and summer company picnic) where staffing is limited. IMC will notify the Client no less than thirty (30) business days prior to any such function indicating the date of such function and times of unavailability. IMC will work with Client to determine the number of agents to be provided; in such case, no performance measures will apply for holidays.

All other terms and conditions of the Agreement referenced above shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly caused this Addendum to be executed on the last date set forth below.

The Humane Society of the United States

By: 
 Print Name: G. Thomas White, III
 Title: CFO
 Date: 1/5/12

By: 
 Print Name: ANDREW N ROWAN
 Title: CSO
 Date: Jan 6 2012

InfoCision Management Corporation

By: 

Print Name: Carl Albright

Title: President/CEO

Date: 12/27/11

15MB

By: 

Print Name: Jeffrey LeBlanc

Title: Vice President of Client Services

Date: 12/22/11

***Agreement
By and Between***

The Humane Society of the United States

and

 InfoCision
THE highest quality call center company in the world!®

***Presented by:
Robert Sine***

**INFOCISION MANAGEMENT CORPORATION
MASTER SERVICES AGREEMENT**

This Agreement (the "Agreement") is made and entered into as of the last date set forth below, by and between InfoCision Management Corporation (hereinafter "IMC"), a Delaware corporation, having its principal address at 325 Springside Drive, Akron, OH, 44333 and The Humane Society of the United States (hereinafter "Client"), a nonprofit organization, located at 2100 L Street NW, Washington, DC 20037.

WHEREAS, IMC has expertise and experience in planning, management, and conducting telemarketing fundraising campaigns; and

WHEREAS, Client desires to raise funds from the public through telemarketing for its charitable purposes; The Humane Society of the United States is the nation's largest and most effective animal protection organization, backed by 11 million Americans. We work to reduce suffering and improve the lives of all animals by advocating for better laws; investigating animal cruelty; conducting campaigns to reform industries; providing animal rescue and emergency response; and caring for animals through our sanctuaries, emergency shelters, wildlife rehabilitation centers, and clinics.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and Agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, IMC and Client agree as follows:

SECTION 1. AGREEMENT

The entire Agreement consists of the Master Services Agreement and the schedules duly marked below which are attached and fully incorporated herein. In the event the applicable schedule conflicts with this MSA, the schedule shall control.

 X Schedule B-6: Non Profit Outbound

SECTION 2. SERVICES

2.1 Marketing and Customer Care Services. During the term of this Agreement, IMC agrees to perform certain marketing services as set forth in the referenced schedules and in accordance with the terms and conditions contained herein (hereinafter "Services").

2.2 IMC Obligations. During the term of this Agreement, IMC shall:

- Provide Client with prompt feedback and ongoing consultation to improve any scripting and/or other calling, email, or web materials.
- Manage any inbound or outbound calls or contacts in a manner to maximize the likelihood that each Communicator will perform effectively.
- Provide Client with call and contact report information in a format mutually agreed upon by IMC and Client.
- Make no comment to the media regarding any activities on behalf of the Client without its prior consent.

2.3 Client Obligations. During the term of this Agreement, Client shall:

- Provide IMC with information required to perform the Services (collectively, the "Data") in a timely manner. Upon receipt by IMC of the Data, the parties shall agree upon a mutually agreeable

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campaign start date (Commencement Date), and if applicable in each state when the statutory number of days has elapsed after the filing of any required solicitation information.

- Approve all materials, scripts and changes provided by IMC within three (3) business days of receipt of said materials and/or scripts.

SECTION 3. PAYMENT TERMS

3.1 Invoices; Finance Charge. Client shall be invoiced weekly in accordance with the schedule and prices set forth on the referenced schedules. Payment of invoices is due fourteen (14) days from the date of invoice, provided, however, all invoices received for services rendered through December 15th must be paid by December 31st. Any invoices outstanding after 30 days from the date of the invoice will accrue a 1.5% interest charge (not applicable to lock boxes). An additional 1.5% charge would be incurred each 30-day period any invoice remains outstanding. Client shall pay all service, sales, use and value-added taxes, duties, assessments and any other taxes or fees which may be assessed or levied by any governmental or regulatory authority with respect to the Services provided by IMC to Client pursuant to this Agreement.

3.2 Nonpayment; Withholding Data. If IMC has not received payment of an invoice within thirty (30) days from the invoice date, IMC shall have the right, exercisable with written notice to Client to (i) withhold all data in the possession of IMC at that time, (ii) refuse to furnish data until such outstanding invoices are brought current and (iii) suspend and/or cancel any and all Services being provided to Client until such outstanding invoices are brought current.

3.3 Price Change. IMC reserves the right to evaluate the prices paid by Client six (6) months after the Effective Date hereof and every six (6) months thereafter. Client agrees to negotiate, in good faith, any changes to the fees after IMC sends written notice to Client of any such changes in fees.

3.4 Billing Disputes. In the event the Client, in good faith, disputes IMC's computation of amounts due and owing within all applicable period of limitation, Client may withhold payment of the disputed amount. Client must pay all charges which are not in dispute in accordance with the payment terms set forth in this Section. An amount will not be considered "in dispute" until Client has provided IMC with written documentation explaining the disputed amount and describing the factual and legal basis for the dispute. Client must cooperate with IMC to resolve any dispute expeditiously. All disputed amounts are due and payable immediately upon IMC's written denial of the dispute. Disputed amounts which are found to be payable will be subject to all finance charges applicable set forth from the original invoice date. Any invoice or part of an invoice not disputed within sixty (60) days of date of invoice shall be regarded conclusively as undisputed.

3.5 Audits and Information Requests. In the event of non-payment, Client agrees that upon prior notice from IMC, IMC shall have the right to audit and inspect Client's books and records related to the solvency of Client and its ability to pay including, balance sheets, financial statements, and any other items IMC determines necessary.

SECTION 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be in accordance with the term as set forth in the applicable schedules. Client shall have the option to renew this Agreement only upon a written notice which must be received by IMC sixty (60) days prior to expiration of this Agreement. All renewals shall be subject to mutually agreeable terms.

4.2 Termination for Cause. Notwithstanding any other provision in this Section 4, either party may terminate this Agreement with ten (10) days written notice to the other party of the termination date, if

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either party (i) falsified information that led to this Agreement; (ii) materially breaches any of its obligations hereunder and such failure to perform remains uncured after ten (10) days from written notice by the non-breaching party; or (iii) is unable to pay its debts generally as they come due or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or the appointment of a receiver or similar officer, or makes an assignment for the benefit of all, or substantially all of its creditors.

4.3 Termination without Cause. Unless otherwise set forth in the applicable schedule, this Agreement may be terminated by either party in its sole discretion without penalty or termination fees upon a minimum of thirty (30) days written notice to the other party, unless otherwise set forth in the applicable schedule. All reasonable fees which are accrued through this termination will still be due from the Client and subject to all terms set forth within this Agreement. IMC shall return all funds received for services not yet performed and return, erase, or destroy any confidential material of the Client as requested by the Client.

Client has the right to cancel the contract, in the state of California only, without cost, penalty, or liability for a period of 10 days following the date on which the contract is executed.

SECTION 5. REPRESENTATIONS AND WARRANTIES

Client represents and warrants to IMC that:

5.1 Authorization; Compliance with Laws. Client is fully authorized to provide the products and/or services being offered to the prospects and customers pursuant to the solicitations to be made by IMC under this Agreement. Client further represents and warrants to IMC that all products and/or services and the offering of all products and/or services to be provided by Client to the prospects and customers will fully comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, any federal or state legislation regarding telephone or internet marketing, if applicable.

5.2 Information. Client has provided IMC with all necessary information concerning the products and/or services to be marketed pursuant to this Agreement to enable IMC to assist in the development of telephone and email marketing scripts containing the disclosures required by any regulation or law specifically applicable to such products and/or services. All such information is true and correct and, if applicable, consistent with representations made by or on behalf of Client in the marketing of such products and/or services in other media. Client will immediately inform IMC of any changes in its policies or practices or in the description of such products and/or services that may require a change in such disclosures. If applicable, Client further represents and warrants that product labeling, packaging and instructions comply with applicable law.

5.3 Disclosure. Other than published state and federal laws and published rules and regulations of the Federal Communications Commission and the Federal Trade Commission, Client represents there are no court decrees, orders, judgments or consent Agreements and no pending formal or informal state or federal governmental investigations that would bar the marketing of the products and/or services that are the subject of this Agreement or Client's business. Client will immediately inform IMC of any change in the status of such matters or the institution of investigations under applicable laws and regulations as soon as it becomes aware of them.

IMC represents and warrants to Client that:

5.4 IMC Performance. IMC shall perform all duties and obligations required of it pursuant to this Agreement in accordance with accepted industry standards. IMC represents to Client that it will comply with all applicable federal, state and local laws, rules and regulations. Except as set forth in the

immediately preceding sentence, IMC MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES (WHETHER IMPLIED IN FACT OR IN LAW) regarding the amount of revenues, proceeds, or funds that will be raised or generated by the performance of this Agreement. IMC has made no affirmations of fact or other representations to the Client other than those expressly set forth in this Agreement and Client hereby agrees that it has not relied on any affirmation of fact or other representation from IMC in entering into this Agreement other than those expressly set forth in this Agreement.

5.5 Performance Measures. Projected performance measures may be set as agreed upon by the parties. Such measures are typically reached over a certain cycle of time. Therefore, in the event performance measures are set forth in the applicable schedule(s), they will be measured on a cycle as agreed upon in the schedule and not on a daily basis. No credits will be given for a particular incident occurring on a particular day or from a particular incident if the performance measures are met over the time agreed upon by the parties.

SECTION 6. HOURS OF OPERATION

Unless otherwise set forth in the attached schedules, the following regular hours of operation apply:

6.1 Inbound. Monday – Saturday, 8:00 AM to 11:00 PM EST. Sunday, 12:00 PM – 9:00 PM EST. Any changes to the Hours of Operation will be by mutual consent.

IMC will grant Extended Hours of Operation at Client's request on Sunday mornings from 8:00 AM to 12:00 PM EST at the standard per-minute rate provided that Client provides a media schedule and volume projections for those hours/airings with at least five (5) business days notice.

IMC will also grant Extended Hours of Operation during Overnight Hours (defined as Monday – Saturday, 11:00 PM – 8:00 AM EST. Sundays, 9:00 PM – 8:00 AM EST) at Client's request at the Dedicated Rate, provided that Client provides a media schedule and volume projections for those hours with at least five (5) business days notice. Extended hour coverage will be supported through a combination of IMC's call centers including Work-At-Home communicators, IVR, and designated overflow partners.

6.2 Outbound. Telephone calls will be made during reasonable hours as determined by IMC and Client as mutually agreed upon and in compliance with state and federal laws.

SECTION 7. STAFFING (Inbound Campaigns Only)

Client will provide IMC with a minimum of five (5) business days (excluding holidays) prior written notice of changes in broadcast schedules, product offers, or the display of toll-free number(s).

7.1 Underforecasted Calls. In the event that actual call volume received is greater than one hundred and twenty percent (120%) of what was projected by Client, no performance measures will apply.

7.2 Overforecasted Calls. In the event that staffing is increased at Client's request during non-regular business hours (Monday – Saturday, 11:00 PM – 8:00 AM EST, Sunday 8:00 AM – 12:00 PM and 9:00 PM – 12:00 AM EST, including holidays) and actual call volume received is less than eighty percent (80%) of what was projected by Client, Client will be charged an additional fee to offset the cost of the overstaffing.

The additional fee will be billed as follows:

Fee = ((number of calls projected * .80) – (number of calls actually received)) * average call length in minutes * per minute charge.

7.3 Unforecasted Calls. In the event no call volume or master schedule is provided, no performance measures will apply.

SECTION 8. OWNERSHIP AND PROPERTY RIGHTS

8.1 Intellectual Property. IMC and Client agree that all software, hardware, technology, operating applications, training manuals and processes developed and created by IMC for Client are to be owned by IMC and remain the exclusive property of IMC and shall be retained by IMC at the termination of this Agreement. Scripts developed by the Client are owned by the Client and are not the property of IMC.

8.2 Caller Information. IMC acknowledges that all call data and all customer information provided by Client will remain the property of Client, and shall not be used or sold by IMC, subject to the terms of this Agreement. However, IMC shall, without liability or obligation, utilize its database to confirm caller name, address and telephone number and may update and supplement Client's database with name, address and telephone number obtained as a result of providing Services hereunder. Neither Client nor its customer shall have any implied license to use IMC's database or otherwise have any right to or in IMC proprietary or licensed data.

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 MUTUAL INDEMNIFICATION. EACH PARTY (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF ANY INVESTIGATION OR ACTION RELATED THERETO) ("LOSSES") SUFFERED OR INCURRED BY THE INDEMNIFIED PARTIES (I) AS A RESULT OF THE INDEMNIFYING PARTY'S FAILURE TO PERFORM OR IMPROPER PERFORMANCE OF THIS AGREEMENT; OR (II) FROM THE BREACH OR INCORRECTNESS OF ANY REPRESENTATION OR WARRANTY MADE HEREIN BY THE INDEMNIFYING PARTY. FURTHER, CLIENT SHALL INDEMNIFY AND HOLD IMC HARMLESS FROM ANY LOSSES ARISING OUT OF ANY SCRIPTS AND/OR SUPPORT MATERIALS PROVIDED OR APPROVED BY CLIENT AND HEREBY RELEASES IMC FROM ANY LOSSES IN CONNECTION THEREWITH. *THIS SECTION FURTHER INCLUDES ALL FINES INCURRED BY IMC REGARDING REGISTRATION DUE TO CLIENTS FAILURE TO COMPLY IN A TIMELY MANNER WITH STATE REGISTRATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO SOLICITATION NOTICES AND FINANCIAL STATEMENTS.*

9.2 INFRINGEMENT INDEMNIFICATION. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS IMC AND ITS AFFILIATES AND THEIR RESPECTIVE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LOSSES AND THREATENED LOSSES ARISING FROM, IN CONNECTION WITH, OR BASED ON ALLEGATIONS WHENEVER MADE, OF ANY THIRD-PARTY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS, ALLEGED TO HAVE OCCURRED BECAUSE OF SYSTEMS OR OTHER RESOURCES (INCLUDING CLIENT ASSETS PROVIDED TO IMC BY CLIENT).

9.3 Limitation of Liability. In no event shall IMC be liable to Client for (i) any special, incidental or consequential damages of any kind (including, without limitation, lost profits); (ii) any punitive damages

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arising by virtue of any dealings between the parties; and (iii) any claims or demands against Client by a third party arising out of, or connected with the Services. IMC's entire liability to Client for damages in connection with the Services provided to Client or provided by Client to its clients, shall not exceed in the aggregate the total contract price due IMC under this Agreement during the thirty days immediately preceding any claim. The terms and provisions of this section constitute a material inducement for the parties entering into this Agreement.

SECTION 10. CONFIDENTIALITY / NON-DISCLOSURE / NON-SOLICITATION

10.1 Confidential Information. IMC and Client acknowledge that in the course of dealings between the parties, each party will acquire highly confidential information about the other party, including, but not limited to, its business activities and operations, its technical and non-technical information, Client's customer data and information, scripts, training manuals and processes, intellectual property, and trade secrets, ("Confidential Information"). Each party shall hold such Confidential Information in strict confidence and shall not reveal the same. Confidential Information shall not include any information generally available to or known to the public, known prior to the negotiations leading to this Agreement, independently developed outside the scope of this Agreement, or lawfully disclosed by a third party or tribunal. The Confidential Information of each party shall be safeguarded by the other to the same extent that it safeguards its own confidential methods or data relating to its own business, but no less than a reasonable degree of care. If any disclosure of Confidential information is required by law from either party, that party will notify the other promptly and will provide such cooperation to the other, at the other's expense, as may reasonably be requested to oppose the disclosure. If either party violates the terms of this confidentiality clause, the other party shall have the right to seek injunctive relief in addition to any another rights and remedies that party may be entitled to in a court of law.

10.2 Non-disclosure of Relationship. Except as disclosure is contemplated or necessary under the intent of this Agreement, each party agrees that it will not disclose either expressly or by implication the existence of this Agreement or the relationship created under (e.g., press releases or other public disclosures) to any third party without the express written consent of the other party. Further, except as provided by the last sentence of the immediately preceding subsection (Confidential Information), both parties agree to maintain complete confidence and secrecy with respect to the pricing, terms and conditions of this Agreement.

10.3 Proprietary Marks. Except as otherwise set forth in this Agreement and except as necessary to the performance of this Agreement, each party agrees that it shall not use the trade name (or any variations of such name), logo, trademarks or any proprietary marks of the other party or mention the other party in any sales literature, advertising brochures or other business materials, without the express written consent of the other party.

10.4 Non-Solicitation of Employees. During the term and for a period of one (1) year after the termination or expiration of this Agreement, each Client agrees that it shall not, without prior written consent of IMC, directly or indirectly solicit for employment any Person employed or retained by IMC (including without limitation, as an employee or independent contractor or agent known to be exclusively engaged by the other party) with whom the Party had contact prior to the said termination of this Agreement. Notwithstanding the foregoing, this Section shall not preclude either Party from hiring any Person so employed or retained by the other Party where such Person independently responds to an employment opportunity broadcast by the Party to the general public (e.g., via newspaper, magazine, broadcast, Internet, etc).

SECTION 11. USE OF OUTSIDE CONSULTANTS

IMC may at times utilize outside consultants and compensate them for their services. The use of consultants is for the mutual benefit of IMC and their clients. Because IMC's services are billed at the same rates irrespective of whether a consultant is involved, the use of paid consultants by IMC is at their sole discretion. Any outside consultants used will be held to the confidentiality agreement stated above in Section 10 of this Agreement.

SECTION 12. GENERAL

12.1 Force Majeure. Each party hereto (other than the obligation of Client to make payments for any services rendered hereunder) shall be excused from performing any obligations under this Agreement, in whole or in part, as a result of delays or interference caused by the other party or by an act of God, war, labor disputes, strikes, floods, lightning, severe weather, shortage of materials, failure or fluctuations in electrical power, heat, light, air conditioning, disruption of a line, service or program by a common telecommunications carrier or billing services provider, disruption or malfunction of any data processing or telecommunications network, facility or equipment, third-party nonperformance, or other cause beyond a party's reasonable control and such nonperformance shall not be deemed a default hereunder or a basis for termination hereof.

12.2 Jurisdiction and Venue. This Agreement is deemed to be entered into and executed in the State of Ohio and shall be governed by the laws of the State of Ohio without resort to its choice of law provisions. Client consents to personal jurisdiction in the State of Ohio.

IMC and Client agree that any lawsuit or other claim involving any dispute between the parties shall be filed only in the Summit County, Ohio Common Pleas Court or the United States District Court for the Northern District of Ohio, Eastern Division.

12.3 Compliance with State Law and Registration Requirements. Client and IMC agree that each party is responsible for complying with its duties and registration obligations pursuant to the laws and regulations of each state. Each party shall bear its own registration and licensing costs and fees, all penalties for non-compliance, and all expenses and fees incurred as a result of any administrative or legal actions resulting from its non-compliance. Provided however, fines incurred by IMC resulting from the negligence of the Client shall be subject to indemnification as set forth in section 9.

12.4 Entire Agreement. This Agreement and any Schedules/Exhibits attached hereto constitute the entire Agreement between the parties hereto as to the subject matter hereof and supersedes any prior Agreements or understandings relating to the subject matter. This Agreement may not be modified or amended except by a written instrument duly signed by both parties hereto. In the event any terms in the Master Service Agreement and the Schedules conflict, the terms in the Schedule shall have priority by order of most recently executed.

12.5 Independent Contractors. Nothing contained in this Agreement shall be construed or interpreted by the parties hereto, or by any third party, as creating a relationship of principal and agent, partnership, joint venture or any other relationship between the parties other than that of independent contractors contracting for the provision and acceptance of Services. Each party will be responsible for hiring, supervising and compensating its own employees and for providing benefits to and withholding taxes for such employees.

12.6 Notice. All notices or other communications hereunder shall be in writing and shall be given by hand delivery, facsimile, or US mail, postage prepaid, addressed to the persons and addresses referenced below in this Agreement. The notice or communication shall be deemed to have been given

Rev 05.12.11

or made: as of the date so delivered, if delivered personally; if via facsimile, if so acknowledged during business hours on the business day in the city where received; or if sent by certified mail return receipt requested day, three business days after so mailed.

Jeffrey LeBlanc
InfoCision Management Corporation
325 Springside Drive
Akron, Ohio 44333

Gina Grieb
The Humane Society of the United States
2100 L Street NW
Washington, DC 20037

12.7 Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns, except that neither party shall assign its rights, duties or obligations hereunder without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding, IMC retains the right to assign the Agreement to any of its subsidiaries at its sole discretion.

12.8 Severability. No term or provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions of this Agreement.

12.9 Waiver. The waiver by either party, or the failure by either party to claim a breach of any provision of this Agreement or to give notice with respect thereto, shall not be held to be a waiver of any subsequent breach of such provision or any other provision in this Agreement.

12.10 Equitable Relief. Nothing in this Agreement shall prevent a party from seeking equitable relief in one of the courts having exclusive jurisdiction as provided by this Agreement.

12.11 Limits on Actions. No action, regardless of form, in any way arising out of or in any way related to this Agreement may be brought more than one year after the cause of action accrued, except that for default in payment may be brought within two years of the date of the last payment.

12.12 Headings. The headings set forth in this Agreement are for the convenience of reference only and shall not be deemed a substantive part of this Agreement.

12.13 Observing Holidays. IMC, as a standard, will not be open for business on the following holidays: New Year's Day, Easter Day, Independence Day, Thanksgiving Day, and Christmas Day. IMC will be open on the following holidays on a limited basis, hours to be reasonable and determined by IMC: New Year's Eve, Memorial Day, Labor Day, and Christmas Eve. In addition, IMC allows two half days per year for company functions (a Christmas party and summer company picnic) where staffing is limited. IMC will notify the Client no less than thirty (30) business days prior to any such function indicating the date of such function and times of unavailability. Should Client wish for IMC to remain open to receive inbound calls on these days, a holiday, dedicated agent rate will be charged. (See Pricing). IMC would work with Client to determine the number of dedicated agents to be provided; in such case, no performance measures will apply for holidays.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the last date set forth below. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

Rev 05.12.11

The Humane Society of the United States

By: 

Printed Name: G. Thomas Waite, III

Title: CFO

Date: 1/5/12

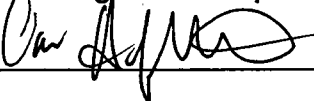
By: 

Printed Name: ANDREW N Ross

Title: CFO

Date: Jan 6 2012

InfoCision Management Corporation

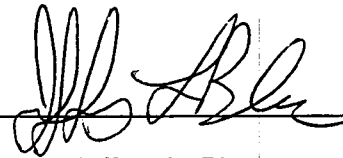
By: 

Printed Name: Carl Albright

Title: President/CEO

Date: 12/27/11

15 mg

By: 

Printed Name: Jeffrey LeBlanc

Title: Vice President of Client Services

Date: 12/22/11

**SCHEDULE B-6
NONPROFIT OUTBOUND
SCOPE OF WORK, PROGRAM SPECIFICS, AND PRICING**

SECTION 1. TERM

This Agreement is for the 12-month period beginning December 1, 2011, and ending November 30, 2012.

SECTION 2. ENGAGEMENT OF IMC, LIMITATIONS ON AUTHORITY OF IMC

Client hereby grants IMC the right during the term of this Agreement to plan, prepare, manage, and conduct a nationally directed outbound telemarketing development campaign to active, lapsed, or potential donors.

Development and conduct of this fundraising campaign shall be subject to Client's right of written approval as set forth in section 5 hereto.

SECTION 3. PURPOSE OF AGREEMENT

Client enters into this Agreement with IMC in order to combine the functions and expenses of public education, program service, advocacy, donor acquisition, and donor renewal, all as to advance the program service of Client. All printed matter shall provide information and material about Client, and include, from time to time as may be appropriate, educational material, statements of program service, and explain the process by which Client hopes to accomplish its objectives. The opportunity to develop and distribute such material, together with the mediums produced and utilized by IMC, is a material inducement for Client to enter into this Agreement.

All oral presentations and printed material shall either be created by Client and/or developed by IMC to stress the above and foregoing program service information and public education function. All materials created by IMC shall be reviewed and approved by the representatives of Client.

SECTION 4. ACCESS TO BOOKS AND RECORDS

The parties mutually acknowledge and agree that it is a combination of the functions of donor acquisition, donor renewal, public education, and program service, which has induced Client to enter into this Agreement. The parties further acknowledge and agree that in accordance with generally accepted accounting procedures, as promulgated by AICPA Statement of Position Paper 98-2, expenses incurred in joint activities may be allocated between same. Therefore, IMC agrees to make available to the accountant who represents Client, from time to time, as may reasonably be required, such information as may be necessary to accomplish such allocations on behalf of Client.

SECTION 5. DUTIES OF IMC

- (a) Client will provide records of selected donors to IMC. The information shall be in IMC's preferred format containing the following information: name, address, city, state, zip code, and area code and home phone number when available, date and amount of last contribution and the date and amount of the highest previous contribution. IMC's I.T. support staff is available to answer any questions regarding format. IMC will contact by telephone as many of the persons identified above as possible, and attempt to gain their support for Client, once client approves final counts. In addition, client can stop the campaign at any point and only charges incurred would be for the contacts actually made.

- (b) During the term of this Agreement, IMC shall plan, prepare, and conduct a telemarketing campaign to list segments designated above.
- (c) In addition, IMC shall:
 - (i) ensure that each telephone communicator used in the campaign is familiar with goals and economic policies that Client supports;
 - (ii) provide questions and answer information regarding the economic policies and goals of Client for use by the communicators; and
 - (iii) provide telemarketing scripts to the representatives that are equally dedicated to the fundraising appeal.

SECTION 6. IMPLEMENTATION OF TELEMARKETING PROGRAM

For the convenience of Client, IMC will:

- (a) Develop script, training materials, and fulfillment packages, which must be approved by Client.
- (b) Provide, train, and manage telephone communicators.
- (c) Contact donors in accordance with client's instruction.
- (d) Randomly verify a percentage of pledges with second call at no charge.
- (e) Prepare and send all mailings, which include a Confirmation Letter, which is defined as original fulfillment device and the reminder letters.
- (f) Advance appropriate postage not provided by Client.
- (g) Report results during and upon completion of calling.

SECTION 7. FULFILLMENT OF TELEPHONE PLEDGES

Client hereby authorizes IMC, on its behalf and otherwise as its agent to:

- (a) Send the fulfillment device by first class mail the day following the phone call to each respondent who agrees to pledge or consider making a donation.
- (b) Send the reminder to those people who have not responded within a two (2) to three (3) week period after the original phone date.

SECTION 8. REPORTING

IMC agrees to report the results of calls made Monday through Thursday evening the next day, and the results of Friday, Saturday, and Sunday on Monday. A completed call is defined as any contact that results in a final yes, no or maybe decision being made by the donor/prospect.

SECTION 9. BREAKEVEN GUARANTEE FOR PROSPECTING TO RENTED RESPONSE LISTS

Client's liability for costs incurred under this Agreement shall not exceed the gross telemarketing income generated under the agreement. Any costs incurred in excess of the gross telemarketing income shall be borne by IMC.

In regards to the Prospecting Program, in the event that the entire telemarketing income generated under this Agreement is insufficient to cover all the telemarketing expenses of these programs, IMC will have the right to re-call those who pledged a gift, up to two times, within a time period not to exceed 18-months from when the pledge was originally generated. In the event this occurs and the contract is terminated or not renewed, InfoCision shall have 60 days to be able to complete the recalls. Client must approve the content of any script utilized to make these recalls; and approval will not be unreasonably withheld.

In addition, IMC may require Client to place newly acquired donors, volunteers, and non donors on a list rental and exchange market place to a List Brokerage Firm of IMC's choice. In that event, Client will provide the Firm with the necessary information and pay the Firm commissions at the typical market rate (approximately 40%). All remaining proceeds will go to IMC. Client agrees to provide IMC with monthly summary reports of list rental income. Both methods may be used at IMC's discretion until all telemarketing expenses for prospecting are satisfied.

SECTION 10. LIST OWNERSHIP

All lists and files generated under this Agreement, including donor names, addresses, telephone numbers, contribution amounts and other identifying information, shall be the exclusive property of Client. IMC shall have no ownership interest or rights with respect to any such lists and/or files.

IMC guarantees the confidentiality of all donor files and any information about the donors of Client. Under no circumstances will IMC knowingly, or willingly share, disclose, sell, or make available any Client donor names, addresses, telephone numbers, or giving history, to any outside parties. The names will be used as may be necessary to implement any agreed upon telemarketing program on behalf of Client, and only then with the knowledge of Client.

SECTION 11. COMPENSATION TO IMC

Charges for services for completed telephone calls to donors and other costs shall be as follows:

Telemarketing Program

Communicator Presentation – Lapsed Donors	\$	2.00	per completed call
Communicator Presentation – Sustainer Calls	\$	2.25	per completed call
Communicator Training	\$	750	per year

Phone Number Acquisition

Phone Number Acquisition Computer only (\$200 minimum)	\$	0.10	per number found
Phone Number Acquisition Manual lookup (5,000 minimum)	\$	0.25	per record attempted
Phone Number Acquisition - Canada Manual lookup (5,000 minimum)	\$	0.28	per record attempted

Same Day Phone Number Lookup

\$ 150.00 additional charge

Fulfillment Costs

Shipping, Mail, Express

At Cost

Fulfillment Letters

\$ 1.01 plus postage *

Follow-up Letters

\$ 1.01 plus postage *

Handwritten Thank You Cards

\$ 0.68 plus postage

List Rentals/Outside Purchases

All list rentals and outside purchases of both products and services procured by IMC will be billed at cost plus a 17.65% mark-up to help cover IMC's acquisition, carrying and billing costs.

Information Systems Charges:

Computer Programming/Conversion

\$ 85.00 per programming hour

Script Writing

\$ 40.00 per design/programming hour

Records Processed

\$ 15.00 per thousand records provided

Merge/Purge

\$ 1.50 per thousand (combined total of records in the merge/purge files)

Duplicate Elimination

\$ 1.50 per thousand (combined total of records in the merge/purge files)

Random Record Selection

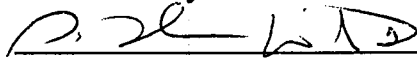
\$ 1.50 per thousand (combined total of records in the merge/purge files)

* Normal IMC fulfillment package includes live first class postage on the carrier and return envelopes.

Attached hereto and marked Exhibit I are provisions that may be required by various states.

In Witness Whereof, the parties have executed this Agreement as of the last date set forth below.


The Humane Society of the United States

By: 

Print Name: G. Thomas White, III

Title: CFO

Date: 1/5/12

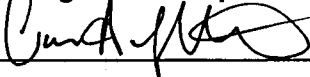
By: 

Print Name: Andrew N Rowan

Title: CSD

Date: Jan 6 2012


InfoCision Management Corporation

By: 

Print Name: Carl Albright

Title: President/CEO

Date: 12/27/11

By: 

Print Name: Jeffrey LeBlanc

Title: Vice President of Client Services

Date: 12/22/11

kmq 4

EXHIBIT I

ALASKA

For the purposes of the State of Alaska only, the contract shall include the following sections:

The charges of Client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B. The Humane Society of the United States is the nation's largest and most effective animal protection organization, backed by 11 million Americans. We work to reduce suffering and improve the lives of all animals by advocating for better laws; investigating animal cruelty; conducting campaigns to reform industries; providing animal rescue and emergency response; and caring for animals through our sanctuaries, emergency shelters, wildlife rehabilitation centers, and clinics.

InfoCision shall be compensated pursuant to the terms of this agreement which is estimated to be ninety-eight percent (98%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

It is estimated that Client will receive two percent (2%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

This estimate shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

CONNECTICUT

For the purposes of the State of Connecticut only, the contract shall include the following sections:

The charges to Client from InfoCision are based upon completed calls, with a guaranteed cost per contact. InfoCision does not guarantee to Client a percentage of the gross receipts. To the extent that state law requires a statement of the minimum percentage, the guaranteed minimum percentage is one tenth of one percent (0.1%) of the gross receipts.

FLORIDA

For the purposes of the State of Florida only, the contract shall include the following sections:

The charges of Client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B. The Humane Society of the United States is the nation's largest and most effective animal protection organization, backed by 11 million Americans. We work to reduce suffering and improve the lives of all animals by advocating for better laws; investigating animal cruelty; conducting campaigns to reform industries; providing animal rescue and emergency response; and caring for animals through our sanctuaries, emergency shelters, wildlife rehabilitation centers, and clinics.

InfoCision shall be compensated pursuant to the terms of this agreement which is estimated to be ninety-eight percent (98%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

To the extent that state law requires a statement of minimum percentage to be received by Client, the

guaranteed minimum percentage is two percent (2%) of the gross receipts. However, if the gross receipts, less InfoCision telemarketing fund raising costs, exceed the two percent (2%) guarantee, Client shall receive the greater amount.

This guarantee shall not affect compensation provisions a listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

INDIANA

For the purposes of the State of Indiana only, the contract shall include the following sections:

The charges to the client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B.

It is estimated the client will receive two percent (2%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

This estimate shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

At least every ninety (90) days, a professional solicitor shall provide the charitable organization 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. A professional solicitor may not restrict a charitable organization's use of contributor information.

Average percentage of gross contributions received by all charitable organizations from solicitor for preceding three (3) years is 57%.

MISSISSIPPI

For the purposes of the state of Mississippi only, the contract shall include the following sections:

The charges to the client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B.

It is estimated that Client will receive two percent (2%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

This estimate shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

Client exercises control and approval over the content and volume of any solicitations.

Client will have sole custody and control of all donations received.

NEW HAMPSHIRE

For the purposes of the State of New Hampshire only, the contract shall include the following sections:

The charges to the client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B.

It is estimated that Client will receive two percent (2%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

This estimate shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

As required by the State of New Hampshire 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 the charitable trust.

Client will have sole custody and control of all donations received.

NEW JERSEY

For the purposes of the State of New Jersey only, the contract shall include the following sections:

The charges of Client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B.

InfoCision shall be compensated pursuant to the terms of this agreement which is estimated to be ninety-eight percent (98%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

To the extent that state law requires a statement of minimum percentage to be received by Client, the guaranteed minimum percentage is two percent (2%) of the gross receipts. However, if the gross receipts, less InfoCision telemarketing fund raising costs, exceed the two percent (2%) guarantee, Client shall receive the greater amount.

This guarantee shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

Client will have sole custody and control of all donations received.

Donations will be deposited into:

Wells Fargo
607 N. Frederick Ave.
Gaithersburg, MD 20879
Account #: 2000028810131

NORTH CAROLINA

For the purposes of the State of North Carolina only, the contract shall include the following sections:

The charges of Client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B. The Humane Society of the United States is the nation's largest and most effective animal protection organization, backed by 11 million Americans. We work to reduce suffering and improve the lives of all animals by advocating for better laws; investigating animal cruelty; conducting campaigns to reform industries; providing animal rescue and emergency response; and caring for animals through our sanctuaries, emergency shelters, wildlife rehabilitation centers, and clinics.

InfoCision shall be compensated pursuant to the terms of this agreement which is estimated to be ninety-eight percent (98%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

To the extent that state law requires a statement of minimum percentage to be received by Client, the guaranteed minimum percentage is two percent (2%) of the gross receipts. However, if the gross receipts, less InfoCision telemarketing fund raising costs, exceed the two percent (2%) guarantee, Client shall receive the greater amount.

This guarantee shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

OHIO

For the purposes of the state of Ohio only, the contract shall include the following sections:

The charges to the client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B.

It is estimated that Client will receive one tenth of one percent (0.1%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein. Pursuant to the law of the state of Ohio, Client is guaranteed to receive a percentage of the actual gross revenue collected in the state of Ohio that is not less than 90% of the amount of the reasonable estimate of that percentage.

This estimate shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

OREGON

For the purposes of the State of Oregon only, the contract shall include the following sections:

The charges to the client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B.

InfoCision projects \$100,000 in gross revenue to be raised from this campaign. InfoCision estimates expenses related to the campaign to be \$75,000 . This shall not affect any of the other terms including compensation as set out in this Agreement.

PENNSYLVANIA

For the purposes of the State of Pennsylvania only, the contract shall include the following sections:

The charges of Client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B. The Humane Society of the United States is the nation's largest and most effective animal protection organization, backed by 11 million Americans. We work to reduce suffering and improve the lives of all animals by advocating for better laws; investigating animal cruelty; conducting campaigns to reform industries; providing animal rescue and emergency response; and caring for animals through our sanctuaries, emergency shelters, wildlife rehabilitation centers, and clinics.

InfoCision shall be compensated pursuant to the terms of this agreement which is estimated to be ninety-eight percent (98%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

To the extent that state law requires a statement of minimum percentage to be received by Client, the guaranteed minimum percentage is two percent (2%) of the gross receipts. However, if the gross receipts, less InfoCision telemarketing fund raising costs, exceed the two percent (2%) guarantee, Client shall receive the greater amount.

This guarantee shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

Solicitation activity is to commence on December 1, 2011, within the Commonwealth of Pennsylvania or upon the date of approval by the Department of State Bureau of Charitable Solicitations, whichever is later.

SOUTH CAROLINA

For the purposes of the State of South Carolina only, the contract shall include the following sections:

The charges of Client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B. The Humane Society of the United States is the nation's largest and most effective animal protection organization, backed by 11 million Americans. We work to reduce suffering and improve the lives of all animals by advocating for better laws; investigating animal cruelty; conducting campaigns to reform industries; providing animal rescue and emergency response; and caring for animals through our sanctuaries, emergency shelters, wildlife rehabilitation centers, and clinics.

InfoCision shall be compensated pursuant to the terms of this agreement which is estimated to be ninety-eight percent (98%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

To the extent that state law requires a statement of minimum percentage to be received by Client, the guaranteed minimum percentage is two percent (2%) of the gross receipts. However, if the gross receipts, less InfoCision telemarketing fund raising costs, exceed the two percent (2%) guarantee, Client shall receive the greater amount.

This guarantee shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

Steven Brubaker, Chief of Staff
75 Barton Drive
Munroe Falls, Ohio 44262
330-945-4830

Michael Langenfeld, Executive Vice President
8550 Drummond Drive
Massillon, Ohio 44646
330-832-1105

InfoCision Management Corporation
325 Springside Drive
Akron, Ohio 44333
330-668-1400

TENNESSEE

For the purposes of the state of Tennessee only, the contract shall include the following sections:

The charges to the client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B.

It is estimated that Client will receive two percent (2%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

This estimate shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

Client will receive and have sole custody and control of all donations.

VERMONT

For the purposes of the State of Vermont only, the contract shall include the following sections:

The charges of Client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B. The Humane Society of the United States is the nation's largest and most effective animal protection organization, backed by 11 million Americans. We work to reduce suffering and improve the lives of all animals by advocating for better laws; investigating animal cruelty; conducting campaigns to reform industries; providing animal rescue and emergency response; and caring for animals through our sanctuaries, emergency shelters, wildlife rehabilitation centers, and clinics.

InfoCision shall be compensated pursuant to the terms of this agreement which is estimated to be ninety-eight percent (98%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

To the extent that state law requires a statement of minimum percentage to be received by Client, the guaranteed minimum percentage is one tenth of one percent (0.1%) of the gross receipts. However, if the gross receipts, less InfoCision telemarketing fund raising costs, exceed the one tenth of one percent (0.1%) guarantee, Client shall receive the greater amount.

This guarantee shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within 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.

In accordance with 9 Vt. Stat. Annot. § 2472 the organization, notwithstanding any other provision in the contract, shall have the unrestricted right to the use of the list of Vermont residents who donated to the campaign. Further, organization shall be provided with the addresses of those donors, as well as the amount of each donation.

ALL OTHER STATES

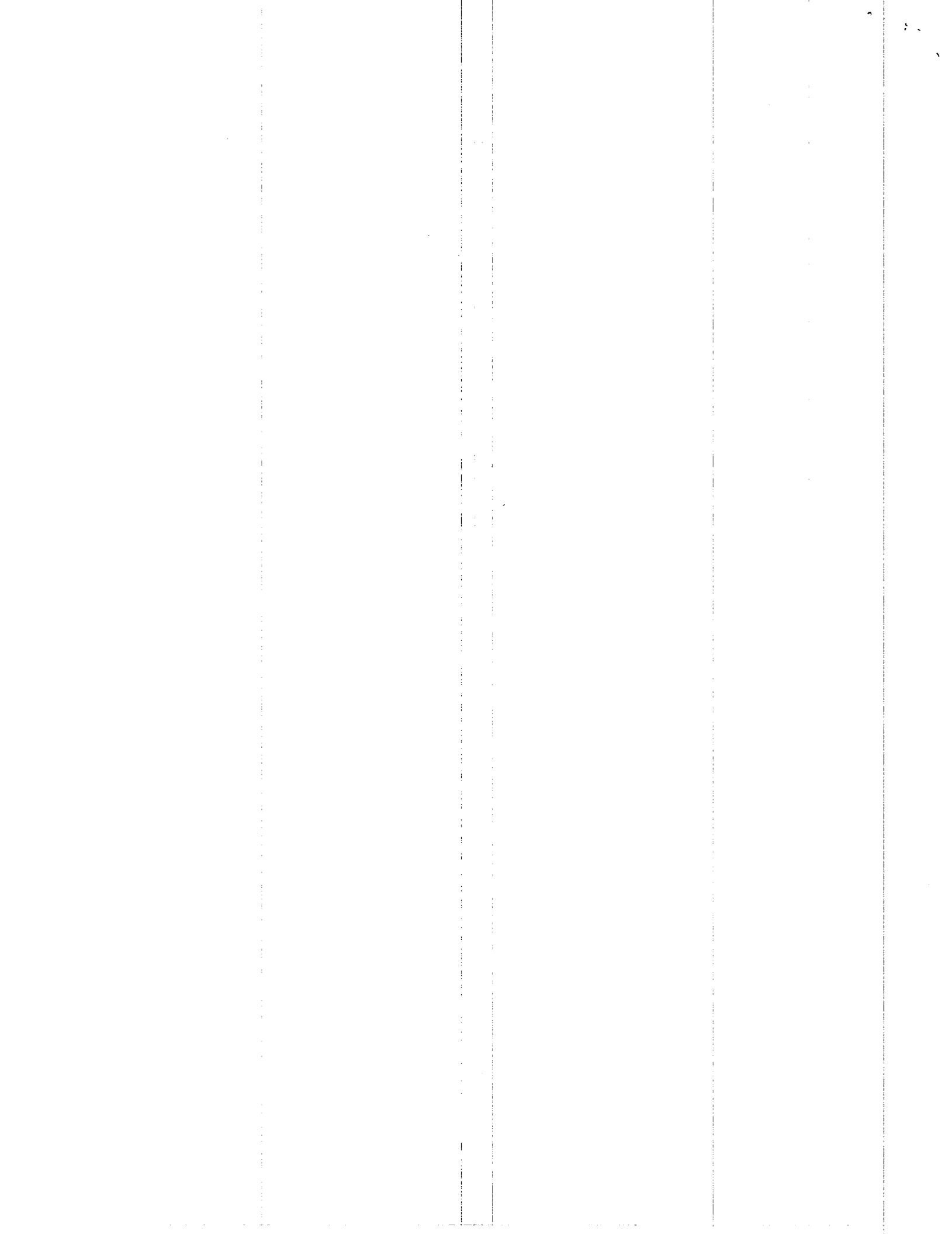
For the purposes of all other states, the contract shall include the following sections:

The charges to the client from InfoCision are based upon completed calls, with a guaranteed cost per contact identified in Schedule B.

It is estimated that Client will receive two percent (2%) of the gross revenue. This estimate is based on similar fund raising projects, but may vary depending on the ratio of calls made to active donors, lapsed donors or the acquisition of new donors or if the campaign is affected by circumstances or events not now contemplated herein.

This estimate shall not affect compensation provisions as listed in Schedule B of the contract and all financial arrangements as stated in the contract shall remain in effect and unchanged.

Client will have sole custody and control of all donations received.



Intro To Call – West Virginia

Good (morning/afternoon/evening) <<PRESENTATION_GIVEN>> <<LAST_NAME>>. This is <<COMMUNICATOR_FULLNAME>> a paid caller from InfoCision calling on behalf of The Humane Society of the United States.

First Request

<PRESENTATION GIVEN/><LAST_NAME/>, I'm calling today to share the news that we provided hands-on care for over SIXTY THOUSAND animals last year and we would like your help in 2012.

Yet even after all the loving pets we HELPED, we know there are still a STARTLING number of brutal puppy mills throughout the country. These places are filled with sick and suffering animal victims, and may even be supplying a pet store in your area! <PRESENTATION GIVEN/><LAST_NAME/>, this HAS TO STOP! And it's not just about dogs—we act on reports about abused horses, cats found in over-crowded and unhealthy hoarding situations, and the inhumane treatment of farm animals. IT'S TERRIBLE!

<PRESENTATION GIVEN/><LAST_NAME/>, you can help The HSUS as we continue *celebrating animals and confronting cruelty* to bring a better life to many of the animals with whom we share our world. You've been so generous before, can we count on your help once again this year with a gift of ___ or ___ dollars?

Second Request

(EMPATHIZE WITH LISTENER'S OBJECTION!) <PRESENTATION GIVEN/><LAST_NAME/>, I understand that amount could be difficult and that's why many friends are choosing to help with a SMALLER gift. It's HEARTBREAKING but animals are dying in cruel and inhumane situations every day. Millions more may be abused or neglected if we don't help them. and EVERY DOLLAR COUNTS, so could I put you down for a SMALLER gift of ___ or even ___ dollars?

Credit Card Ask

Great! And just to confirm you will be helping with a generous <D_AMOUNT/> dollar gift?

For your convenience we can put your gift to use immediately. We accept all major credit cards. Which card are you putting your gift on today?

IF ADAMANT NO: I understand. HSUS wants everyone to participate so I can take your monthly pledge of \$<D_AMOUNT/> and we'll mail you a postage paid envelope. Please mail your gift back in the envelope, we'll put it to work to stop animal cruelty.

Maybe Ask

<PRESENTATION GIVEN/><LAST_NAME/>, just so we can plan our budget -- is there a MINIMUM amount that you would feel comfortable sending? And if you decide later to send more, that would be great!

Upsell

We're so GRATEFUL to you <PRESENTATION GIVEN/><LAST_NAME/>! A lot of people are adding just three dollars a month to help with IMPORTANT HSUS projects

like ending dogfighting and supporting our Animal Rescue teams who help rescue animals from a life of abuse, neglect and misery. Can you help with an additional <GIFT REQUEST CHART - CALL TOTAL AMOUNT />?

Close for Maybe

That's fine, <PRESENTATION GIVEN/> <LAST_NAME/>, we'll just send you that letter.

Before I go, a couple of reminders: (mention 2 or 3 items)

1. Spay and neuter your pets.
2. Make sure your pet wears an ID tag.
3. Make sure you have a plan for your pet in the event of a disaster.
4. To prevent destructive animal behavior problems, make sure you enroll your new puppy or dog in behavioral training classes,
5. Make sure your pet has a complete medical exam once a year.
6. Plan for your pet's future in case something happens to you.
7. Learn how to avoid dog bites, and how to prevent your dog from biting.
8. Never leave your dog in a parked car.
9. Think about adopting an animal when you decide to add a pet to your home. You can save a life and get a great companion!
10. Think outside the house: volunteer with your local shelter or rescue group and help more animals find homes.
11. Take time to play with your pet every day and give her some individual attention.
12. Provide a safety collar and visible ID for pet cats, even those who live strictly indoors, and search immediately if your cat goes missing.

Thank you again. Goodbye!

Close for Cash Pledge

Great, <PRESENTATION GIVEN/><LAST_NAME/>, we'll send you a thank you letter stamped with a bright red telephone right away. Please put to good use the return postage-paid envelope enclosed. It's the best way to be sure your gift is used immediately.

Thank you for supporting The Humane Society of the United States.

Before I go, here are a couple of things (mention 2 or 3 items)

1. Spay and neuter your pets.
2. Make sure your pet wears an ID tag.
3. Make sure you have a plan for your pet in the event of a disaster.
4. To prevent destructive animal behavior problems, make sure you enroll your new puppy or dog in behavioral training classes,
5. Make sure your pet has a complete medical exam once a year.
6. Plan for your pet's future in case something happens to you.
7. Learn how to avoid dog bites, and how to prevent your dog from biting.
8. Never leave your dog in a parked car.
9. Think about adopting an animal when you decide to add a pet to your home. You can save a life and get a great companion!
10. Think outside the house: volunteer with your local shelter or rescue group and help more animals find homes.

11. Take time to play with your pet every day and give her some individual attention.
12. Provide a safety collar and visible ID for pet cats, even those who live strictly indoors, and search immediately if your cat goes missing.

Thank you again. Goodbye!

Close for No

I understand that you cannot commit to anything right now <PRESENTATION GIVEN/><LAST_NAME/>. What I'd like to do is send you out a letter and that way you'll at least have the information in front of you to look at. And then, if circumstances change and even if you are able to help with a SMALLER GIFT, there will be an envelope to help you do that. Can I send you that letter <PRESENTATION GIVEN/> <LAST_NAME/>?

IF YES TO LETTER: Okay, you're still at <STREET1/> <STREET2/> right?

IF YES: Great, thank you again. Goodbye.

IF NO TO LETTER: I understand, thanks again and have a great day/evening!

Close for Credit Card Donation

I just want to confirm that we will be processing your gift of \$<CALL_TOTAL_WITH_UPSELL/> on your credit card [today/tonight] -- is that correct? Thank you for supporting The Humane Society of the United States.

Before I go, a couple of reminders: (mention 2 or 3 items)

1. Spay and neuter your pets.
2. Make sure your pet wears an ID tag.
3. Make sure you have a plan for your pet in the event of a disaster.
4. To prevent destructive animal behavior problems, make sure you enroll your new puppy or dog in behavioral training classes,
5. Make sure your pet has a complete medical exam once a year.
6. Plan for your pet's future in case something happens to you.
7. Learn how to avoid dog bites, and how to prevent your dog from biting.
8. Never leave your dog in a parked car.
9. Think about adopting an animal when you decide to add a pet to your home. You can save a life and get a great companion!
10. Think outside the house: volunteer with your local shelter or rescue group and help more animals find homes.
11. Take time to play with your pet every day and give her some individual attention.
12. Provide a safety collar and visible ID for pet cats, even those who live strictly indoors, and search immediately if your cat goes missing.

Thank you very much for your support of animals! Goodbye.

Close for Cash Pledge

Great, <PRESENTATION GIVEN/><LAST_NAME/>, we'll send you a thank you letter stamped with a bright red telephone right away. Please use the return postage-paid envelope enclosed. It's the best way to be sure your gift is used immediately.

Before I go, a couple of reminders:

1. Spay and neuter your pets

2. Make sure your pet wears an ID tag

Thank you again for supporting The HSUS! Goodbye!

HSUS CONTACT INFO

Humane Society of the United States
2100 L Street, NW
Washington, DC 20037
Phone Number: 1-866-720-2676
Website: www.humanesociety.org

% Charity Spends for Charitable Purposes?

Overall <PRESENTATION GIVEN/><LAST_NAME/>, approximately 78 cents of every dollar spent by HSUS goes directly to the programs provided by HSUS.

% of Contribution to Charity?

Since we are currently in the midst of our campaign we are not exactly sure what the total cost of the fundraising will be for this particular campaign but estimate at least 2% will go to HSUS.

HSUS Deep Lapsed

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FULFILLMENT LETTER - PSA

@Mr. John Sample
@InfoCision Management Corporation
@325 Springside Drive
@Akron, @OH @44333

@February XX, 2012

Dear @Mr. Sample,

Thank you for taking the time to speak with my assistant @Mary Communicator on the phone yesterday. @Mr. Sample, I sincerely appreciate your commitment to support **The Humane Society of the United States** programs with a gift of \$@XXX.

As @Mary shared with you, your gift will help The HSUS to save more animals from lifetimes of cruelty and abuse. Thanks to your support, The HSUS has been able to shut down puppy mills, works to stop animal fighting and to end factory farming. We continue to help protect all animals through legislation, litigation, investigations, education, advocacy and field work.

I PROMISE you that your generous telephone commitment will be used wisely -- to do the most good possible to stop abuse and neglect for animals all over the United States.

Sincerely,

Wayne Pacelle
President and Chief Executive Officer

P.S. @Mr. Sample, because your generous \$@XXX gift is so important, I have already committed it in our budget. That is why I've taken the liberty to enclose a rush envelope - already pre-stamped for your convenience. Please mail your pledge **TODAY**, if you possibly can. Please remember to spay and neuter your pets and make sure your pet wears an ID tag. Thank you!

To: Wayne Pacelle

FROM:

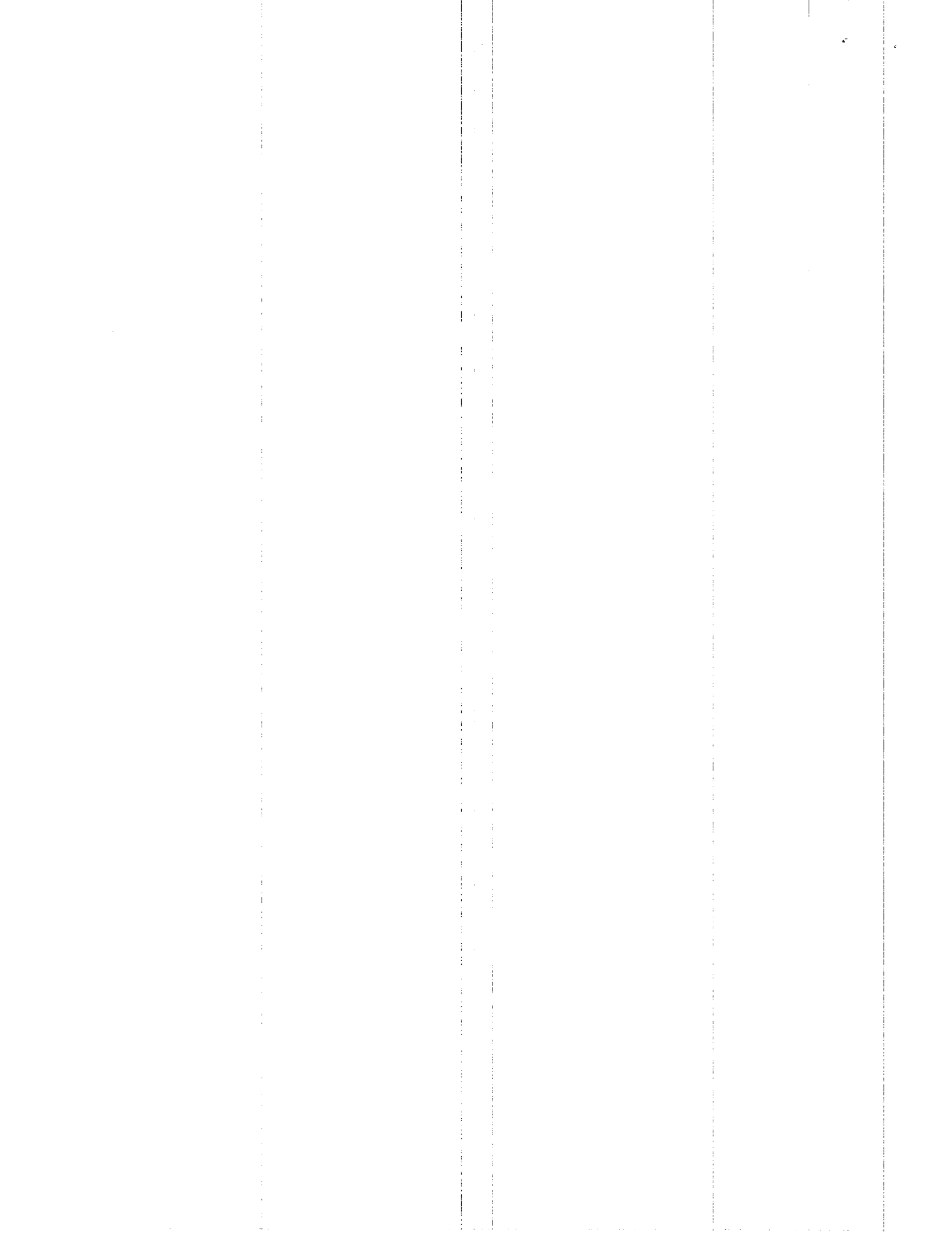
Enclosed is my best gift to support all the important programs of The Humane Society of the United States

@InfoCision Management Corp..
@Springside Drive
@Akron, @OH @44333

[] \$@XXX [] Other _____

I would like to receive email updates from The Humane Society of the United States. My email address is:

@February XX, 2012



FOLLOW-UP LETTER

@Mr. John Sample
@InfoCision Management Corporation
@325 Springside Drive
@Akron, @OH @44333

@January XX, 2012

Dear @Mr. Sample,

Thank you for taking the time to speak with my assistant @Mary Communicator on the phone a few weeks ago. As you may remember, @Mr. Sample, you pledged to renew your support for the **Humane Society of the United States** with a one-time gift of \$@XXX. Your generous gift means so much to the animals who are counting on your support!

As of today, your gift has not come to my attention. Perhaps you've already sent in your gift and our letters are simply crossing in the mail. If that is the case, I apologize for this letter and extend my heartfelt thanks for your generous support!

As @Mary told you, we work to fight for the protection of all animals and help save them from horrible cruelty and abuse. The Humane Society of the United States depends SO HEAVILY on the support of friends like you to help protect and save the lives of animals all over the United States.

So if you have not had the chance, or just have not been able to send in your gift yet, won't you please take a moment to mail it right now? Your generous support makes a critical impact in this world! THANK YOU for your support of the Humane Society of the United States!

Sincerely,

Wayne Pacelle
President and Chief Executive Officer

P.S. @Mr. Sample, because of the great need, I have already made a commitment with your generous \$@XXX pledge. That is why I've taken the liberty to enclose a rush envelope -- already pre-stamped for your convenience. Please mail your pledge TODAY, if you possibly can. Please remember to spay and neuter your pets and make sure your pet wears an ID tag. Thank you!

To: Wayne Pacelle

FROM:

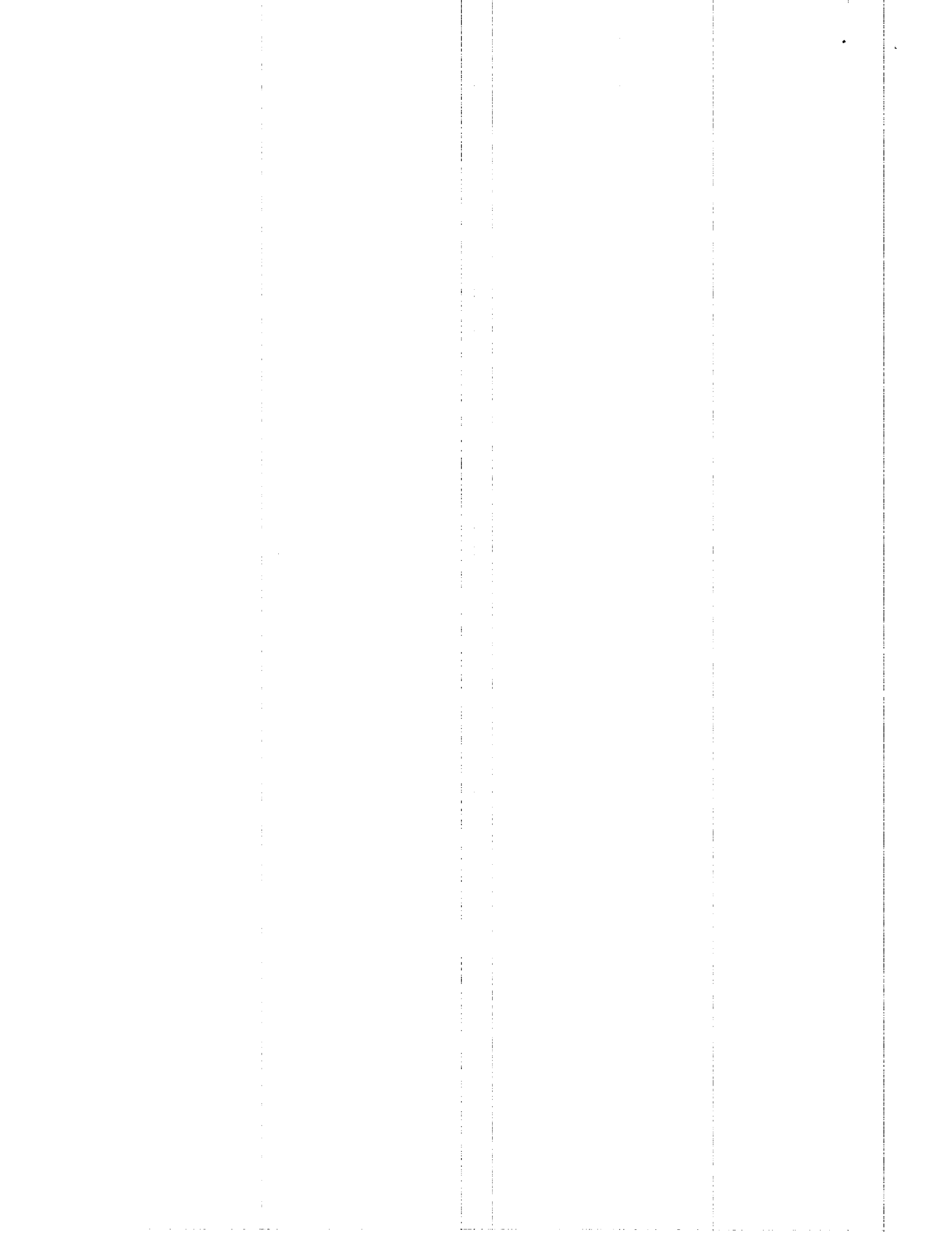
Enclosed is my best gift to support all the important programs of The Humane Society of the United States

@InfoCision Management Corp..
@Springside Drive
@Akron, @OH @44333

[] \$@XXX [] Other _____

I would like to receive email updates from The Humane Society of the United States. My email address is:

@January XX, 2012



HSUS Deep Lapsed

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FULFILLMENT LETTER - Maybe

@Mr. John Sample
@InfoCision Management Corporation
@325 Springside Drive
@Akron, @OH @44333

@February XX, 2012

Dear @Mr. Sample,

When my assistant @Mary Communicator told me that you two had spoken on the phone yesterday, I was so grateful! @Mr. Sample, I sincerely appreciate your willingness to consider sending an urgent gift to renew your support in the protection and advocacy of animals.

As @Mary shared with you, your gift will help The Humane Society of the United States to save more animals from lifetimes of cruelty and abuse. The HSUS depends so heavily on the support of friends like you to help protect animals.

Right now, we're doing so much to end the horrible abuse and neglect that so many animals face. We rescue and shelter animals during times of disaster, work to help put an end to inhumane practices, such as dogfighting, puppy mills, seal hunting, horse slaughter, and so much more. Our work is simply not possible without the help of generous friends like you!

I know that you could not commit to any specific amount when you spoke with @Mary. However, if you could send as much as \$@LOTG (like you have before), it will help to continue our mission to celebrate animals and confront cruelty.

Sincerely,

Wayne Pacelle
President and Chief Executive Officer

P.S. Since time is so vital, I have taken the liberty to purchase and affix a first class stamp on the return envelope enclosed. Please mail your best gift **TODAY**, if you possibly can. Please remember to spay and neuter your pets and make sure your pet wears an ID tag. Thank you!

To: Wayne Pacelle

FROM:

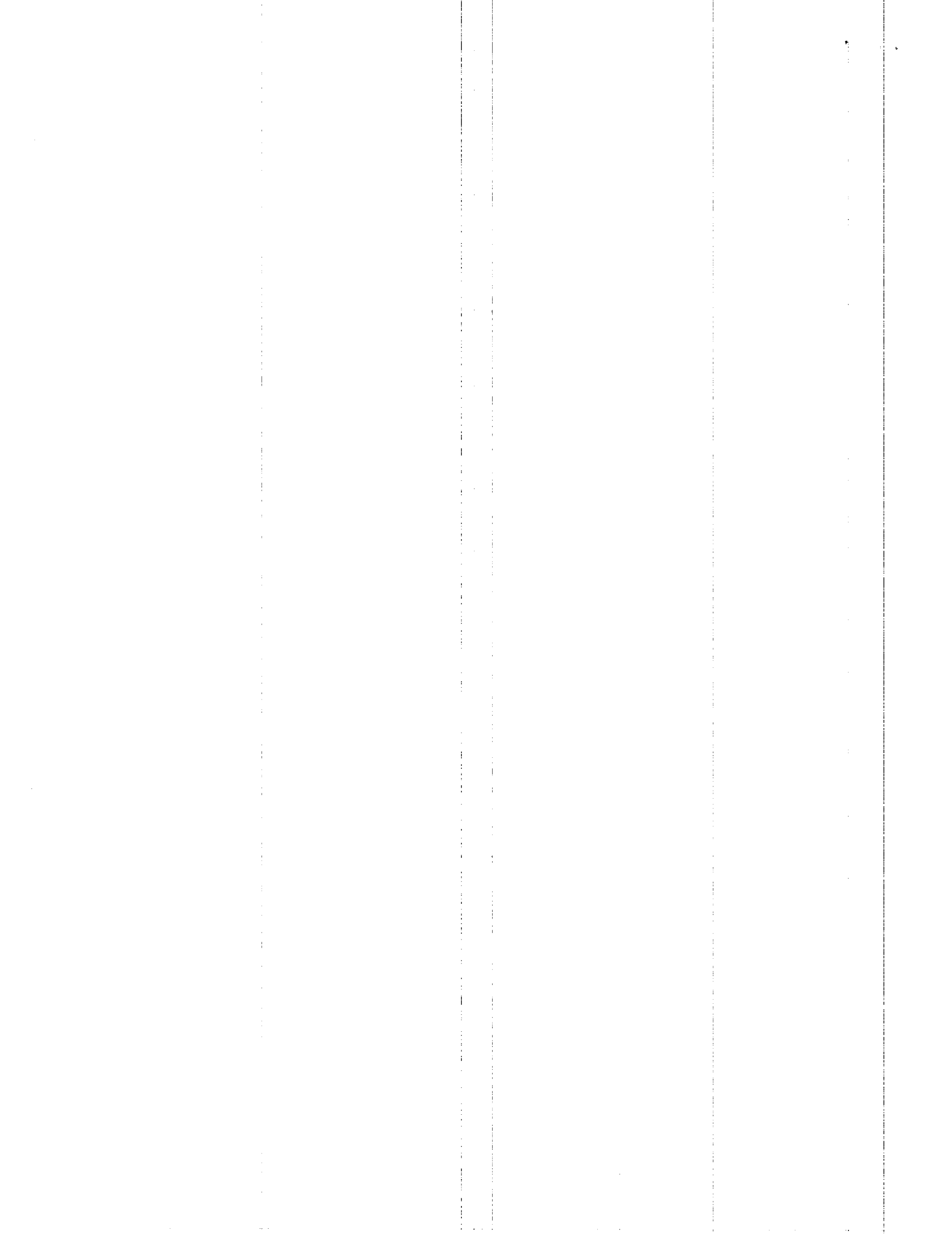
Enclosed is my best gift to support all the important programs of The Humane Society of the United States

@InfoCision Management Corp..
@Springside Drive
@Akron, @OH @44333

[] \$@XXX [] Other _____

I would like to receive email updates from The Humane Society of the United States. My email address is:

@February XX, 2012



The Humane Society of the United States is a/an Washington DC nonprofit organization that works to reduce suffering and improve the lives of all animals by advocating for better laws; investigating animal cruelty; conducting campaigns to reform industries; providing animal rescue and emergency response; and caring for animals through our sanctuaries, emergency shelters, wildlife rehabilitation centers, and clinics. The Humane Society of the United States is located at 2100 L Street NW., DC 20037. The Humane Society of the United States has retained **InfoCision Management Corp., 325 Springside Drive, Akron, OH 44333, 330-668-1400**, a paid professional fundraiser, to assist in this fundraising program. Your contribution is fully tax deductible.

Although our Financial Report is always sent free to anyone requesting a copy, certain states require us to advise you that a copy of our Financial Report is available from them.

REGISTRATION WITH A STATE AGENCY DOES NOT CONSTITUTE OR IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THAT STATE OF THE PAID SOLICITOR, THE ORGANIZATION OR THE CAUSE THE SOLICITOR REPRESENTS.

West Virginia: West Virginia residents may obtain a summary of the registration and financial documents from the Secretary of State, State Capitol, Charleston, WV 25305. Registration does not imply endorsement.

