

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 Services Group, LLC

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

PAGE NUMBER(S) OF ITEM

- | | |
|------------|--|
| <u>1</u> | 1. Statement of the charitable/sponsor purpose and program for which the solicitation campaign is being conducted. |
| <u>1-7</u> | 2. Statement of the respective obligations of the solicitor and the charitable organization or sponsor. |
| <u>9</u> | 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. |
| <u>9</u> | 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. |
| <u>1</u> | 5. Effective and termination dates of the contract. |
| <u>8</u> | 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.

2 % Fixed percentage of the gross revenue that the charitable organization or sponsor will receive as a benefit from the solicitation campaign

2 % Reasonable estimate of the percentage of the gross revenue that the charitable organization or sponsor will receive as a benefit from the solicitation campaign

2 % 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.

TELEMARKETING SERVICE AGREEMENT

Between

Donor Services Group, LLC & The Humane Society of the United States

11/1/2009 – 10/30/2011

THIS AGREEMENT is made and entered into on or before the 1st day of November, 2009 by and between The Humane Society of the United States, a charitable, educational, and nonprofit corporation, whose principal offices are located at 2100 L Street, NW, Washington, DC 20037 (hereafter referred to as the Organization) and **Donor Services Group, LLC**, a business corporation organized under the laws of California, whose principal offices are located at 11500 W. Olympic Blvd., Suite 540, Los Angeles, California 90064 (hereafter referred to as DSG)

WITNESSETH:

WHEREAS, DSG is regularly engaged in the business of providing telefundraising and consulting services; and

WHEREAS, the Organization, 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 DSG to assist it in its donor cultivation and fundraising efforts; .

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties have agreed as follows.

1. Term. The term of this Agreement will be effective as of November 1, 2009. It will conclude on October 30, 2011 unless terminated earlier pursuant to the provisions of Section 5 below.
2. Definitions.
 - A. Telephone Contacts. DSG shall obtain and/or provide any required facilities, telephones, telephone service, telephone callers in order to complete a minimum of two thousand, five hundred (2,500) telephone "Contacts" and as many additional Contacts as requested by Organization. For purposes of this Agreement, a "Contact" shall mean an actual contact with a Prospect which results in a completed decision (e.g. a response of yes or no), regardless of whether such decision results in the pledge of any funds to Organization, by any Prospect contacted by DSG on behalf of Organization. The term does not include a response from a telephone answering service or answering machine or with any other related family member.
3. Program Description and Allocation of Responsibilities. Each party will provide the materials or services required of it by the following sequential description of the project.
 - A. Prospect List Preparation.
 - (i) By the fifteenth (15th) day of January 2010 and again by the fifteenth (15th) day of January 2011, Organization shall provide DSG with a tentative schedule detailing dates and approximate volumes of all campaigns scheduled for the remainder of the respective calendar year so that

DSG can ensure sufficient capacity and qualified callers will be available to Organization for the campaigns throughout each year.

- (ii) Five (5) days prior to commencement of each campaign, Organization or its Agent shall provide DSG with the names, addresses, and confirmed valid telephone numbers (if available) of a sufficient number of Prospects so that DSG can complete each specific campaign requested by Organization. Said computer data shall meet such technical specifications as are mutually agreed to by the parties. The record on each member will also contain (if available) a donor history, including last gift amount, last gift date, highest contribution during the previous 36 months, donors' responsiveness to prior telemarketing calls and proclivity to make contributions using a credit card. Additional demographic and behavioral information may be provided from time to time to enhance the relationship with the member.
- (iii) The Organization will have the option, prior to DSG downloading such information to its call center, to have DSG send its lists of prospects to a telephone number search service. If so authorized, DSG will format the information, deliver it to the search service and bill the Organization for the cost of such service at the rate authorized in Section 4E below.
- (iv) Conversion of List. Once the computer data described in Section 3A(i) above has been provided to DSG and, if requested, phone number information has been appended, DSG shall download information contained on the computer data to predictive or auto dialers setting forth the names, addresses, zip code, telephone number, gift information, and expiration date of each potential contact.

B. Preparation of Support Materials.

- (i) Development of Copy. DSG shall write and develop telemarketing scripts, and develop copy for original and reminder pledge packages to be used in the fulfillment of its duties hereunder ("Copy"). No scripts or other Copy shall be used and/or implemented by DSG without the prior approval of Organization. Approval shall be promptly made.
- (ii) Pledge Package Design. At Organization's direction, DSG shall either use an existing design or create a new pledge and pledge reminder fulfillment packages for use in the campaigns conducted during the term of this Agreement. No pledge package design will be printed or used by DSG without the Organization's prior approval, which shall be promptly made.
- (iii) DSG will provide a telephone calling center and a sufficient number of properly trained and supervised telephone callers to complete the volumes in a timeframe consistent with the Calling Schedule previously provided by Organization as described above in Section 3A(i). Before callers begin calling, DSG will carefully review with them the Organization's programs and other special aspects of the Organization and its work. Unless otherwise instructed by Organization, Calls will originate from one or more of DSG's U.S. based call facilities and not be placed prior to 10:00 a.m. or later than 9:00 p.m. at the location to which the call is made.
- (iv) Quality Control. Organization shall have the right to monitor calling either on site, or at a remote location, to the extent permissible by law.
- (v) Mailings. When follow-up pledge fulfillment materials are required to be sent to donors, DSG shall do so based on the following procedures:
 - (a) With respect to those Contacts that result in a pledge to the Organization, DSG shall send an "initial mailing" which shall include a pledge form, window carrier envelope and a #9 reply envelope. Pledge confirmation mailing will be sent the next business day following the pledge Contact date via first class pre-sort mail.
 - (b) DSG shall send a "1st reminder mailing" to those donors that pledged a gift to the Organization but for which no response to the initial mailing is received within twenty one

(21) days of the date of Contact, and if necessary, a "2nd reminder mailing" if there is still no response received from the initial or 1st reminder mailing within thirty five (35) days of Contact. First and 2nd reminder mailings shall be sent by first class pre-sort postage and shall include a pledge form, window envelope and an inner #9 reply envelope.

- (c) All mailings sent to Donors shall include, at Organization's discretion, either a #9 courtesy reply envelope or a #9 business reply envelope. If a business reply envelope is used, the cost of postage for said reply shall be borne by Organization.
- (vi) If a person chooses to make his/her payment through a credit card, DSG will record the appropriate credit card and send this information to the Representative of the Organization via secure transmission as directed by the client (e.g. email, FTP, encryption), except that the parties hereby agree that all said transmissions shall comply with acceptable PCI protocols.
- (vii) All gifts and contributions made to the Organization in response to calls made by DSG will be mailed by the donor in a pre-addressed envelope that will be deposited directly into an Organization bank account. None of the gifts or contributions made by Organization members will be delivered to or received by DSG or by any of its officers, employees, sub-contractors, or agents.
- (viii) The Organization will receive and acknowledge all gifts and contributions in accordance with its standard internal operating procedures.

C. Reports by Organization.

- (i) On a weekly basis, Organization shall ensure that DSG is provided with information as to which Prospects have fulfilled pledges resulting from DSG's Contacts, or an "all gifts" file denoting any and all contributions received from donors Contacted by DSG regardless of whether the contribution was received as a result of a mailing sourced to DSG. Said file to be as current as possible (generally not more than 5 business days from the date of submission), so that DSG can monitor the effectiveness of the campaign.

D. Reports by DSG. DSG will provide the Representative of the Organization with the following reports:

- (i) A daily report by email listing the number of contacts completed, types of pledges made, average dollars pledged per contact, credit card percentages by pledge type, percent of pledges and average gift per pledge;
- (ii) Weekly Credit Card Reports to Organization or a vendor of its choosing, via hardcopy reports or in a computer format specified by Organization, indicating the identification number, name, address and credit card billing information for each prospect that agrees to make a contribution via credit card;
- (iii) An end-of-campaign report indicating any name, address or telephone number changes. The report shall also contain the name of each person in the segment. Each name should be marked with one of the following outcomes:
 - (a) Pledge by Type - Member agreed to make a pledge of a certain type (one-time, monthly sustainer credit card, monthly sustainer check, etc) payable upon receipt of an invoice.
 - (b) Credit Card Pledge - Member agreed to make a pledge and had the amount billed to their credit card.
 - (c) Hedger - Member expressed an interest in making a contribution, but could not commit on the phone.
 - (d) Refusal - Member declined to make a contribution.

- (e) Do Not Call - Member requested that their name be suppressed from future calling campaigns.
- (f) Non-contact - Member was not reached after at least five attempts.

4. Compensation.

- (ii) Base Fee Structure. For services to be rendered under this Agreement, Organization shall pay to DSG Fifty-One Dollars (\$51) per completed Calling Hour. Calling Hours are defined as those cumulative work hours completed by callers in order to make Contacts on Organization's calling Programs.
- A. Costs for Mailings. Organization shall pay to DSG Thirty Cents (\$.30) per original and reminder fulfillment package mailed plus actual postage costs.
 - B. Additional Services. If authorized by the Representative of the Organization, the Organization agrees to pay DSG for the following additional services based on the following rates:
 - (i) Telephone Number Search. Should DSG be authorized to send Organization Donor lists to a Telephone Number Search Service as described in Section 3A(iii) above, DSG shall pay for said services and then shall be reimbursed by Organization for said costs at the rate of \$0.09 per existing number verified and new number found. At Organization's option, it can instruct DSG to utilize a less current database for telephone searches. In this event, the costs would be \$.04 per existing number verified and new number found.
 - C. Payment Procedures.
 - i) Payment Schedule for Hours. As DSG completes Calling Hours on behalf of Organization, DSG shall invoice Organization for those actual Calling Hours completed during each previous seven (7) day period (Monday - Sunday). Organization shall pay DSG for said completed Hours within thirty (30) days of issuance of each said invoice.
 - (ii) Payment Schedule for all other Fees. Organization will pay any other additional fees and reimbursements described in this Agreement within thirty (30) days of invoicing.
 - (iii) All payments shall be sent to DSG by overnight, second-day air, or electronic wire transfer. All fees and reimbursements more than five (5) days past due shall be subject to late charges on the balance due of 1 1/2% per month.

5. Termination.

- A. Termination. Notwithstanding any other provision of this Agreement including Section 2A, either party to this Agreement reserves the right to terminate any specific program or segment within a program by providing the other with twenty-four (24) hours notice. Either party may also terminate the entire Agreement at any time by providing the other with thirty (30) days prior written notice. Regardless of whether all, or simply a portion of this Agreement is terminated, DSG shall fulfill its obligations as described in Section 2 and 3 with regard to those Contacts already completed. In the event of termination, Organization shall pay DSG as per Section 4 above, for all Contacts completed and associated costs incurred as of the date of termination. In the event that this Agreement is terminated by Organization in its sole discretion, DSG shall also be reimbursed for those costs already incurred, if any, to print post-call follow-up materials as described in Section 3B.
- B. Return of Property. Following termination or expiration of this Agreement, and after such time as

DSG has been paid in full for all services provided, DSG shall upon request by Organization, deliver all property of Organization to Organization within a reasonable time, not to exceed thirty (30) days. Such property shall include, subject to the limitations set forth in Section 6 below, all computer tapes, camera ready art and any and all other materials provided to DSG by Organization.

6. Confidentiality and Ownership of Lists and Marketing Materials.

- A. Lists. DSG hereby acknowledges and agrees that Organization has and shall retain sole ownership and control over lists of names provided to DSG and shall have sole ownership and control over any and all information developed from fund solicitation responses as a result of this Agreement. DSG will not use any information including names, addresses, phone numbers or contribution information provided by Organization for any other purpose other than that which is stipulated in this Agreement, nor will DSG sell, rent, or exchange any information captured from respondents with any entity other than that Organization which is party to this Agreement.
- B. Artwork and Copy. Nothing contained in this Agreement pertaining to the developing of copy or design materials shall be construed by either party as "work for hire." On the contrary, Organization may not utilize all or any portion of (i) any original copy and artwork developed by DSG pursuant to this Agreement, or (ii) any "initial" and "reminder" mailings for any purpose other than the telemarketing campaign described in this Agreement (the "Campaign") without the express written consent of DSG.

7. Compliance with Regulatory Requirements.

- A. Regulatory Terms and Conditions. This Agreement is subject to and incorporates 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 Agreement by the provisions of State law at this time are contained in **Exhibit A**, which is attached and incorporated herein by reference.

However, it is the understanding of the parties to this Agreement that the Organization shall receive 100% of all contributions collected and shall pay 100% of those fees owed to the DSG at such time as they are due. DSG shall not, at any time during the term of this Agreement, handle or collect any funds on behalf of the Organization. DSG receives a fee for its services unrelated to any fundraising event and its compensation is not connected to any funds received by the Organization through public donations. As understood by the parties to this Agreement the two are unrelated. Therefore, for those states interested in this Agreement, the parties believe the "minimum percentage" to be received by the Organization to be 100% because the Organization collects all of the income while independently paying all the fees. However, should the states reviewing this Agreement prefer to calculate the "minimum percentage" based on income received as a result of these Contacts, minus expense for said Contacts, the parties estimate that the minimum percentage will be thirty percent (30%) per year for programs that do not include a monthly giving option to donors and five percent (5%) per year, after year one, for those programs that do offer donors a monthly giving option. However, depending on the past giving patterns of those prospects selected by the Organization for inclusion in these programs and the nature of the solicitation, the percentages received by the Organization could be significantly higher.

- (i) 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.
- (ii) DSG shall assist Organization 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, DSG may request Organization to provide signatures, gross receipts from the campaign(s) stipulated in this Agreement, and any other information pertinent to Registration requirements not available to DSG from any other source. Organization agrees to provide such signatures and information within seven (7) days from receipt of any such request.

- (iii) Should Organization fail to comply with its responsibilities contained herein, and such failure results in the fining of DSG by any regulatory agency concerned with State Charitable Solicitation Registration, Organization agrees to reimburse DSG for said fine within fifteen (15) days of receiving documentation indicating that DSG has paid said fine.

8. General Contract Terms and Conditions.

- A. Relationship Between the Parties. The relationship between DSG and Organization shall be that of parties acting as independent contractors, and this Agreement shall not in any way render either party the agent, partner, joint-venturer or legal representative of the other for any purpose whatsoever. The parties hereto shall act solely as independent contractors and shall have no power or authority to act for, bind or commit the other nor shall either of them claim to have such power or authority.
- B. Successors and Assigns. This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party. In the Event of an assignment by one party to which the other party has consented, the assignee or his legal representative shall agree in writing with the assignor to assume, perform, and to be bound by the covenants, obligations, and agreements contained herein.
- C. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall, upon the written demand of either party served upon the other party, be submitted to arbitration in accordance with the commercial rules of the American Arbitration Association. Each party shall, by notice to the other party given within ten (10) days of the date of the written demand referred to above, appoint one (1) person. The persons so appointed shall, within twenty (20) days of the aforementioned written demand, jointly select an arbitrator. If any party fails to appoint a person within said ten-day period, the other person(s) so appointed shall select the arbitrator. The arbitrator's determination of the dispute or controversy shall be final and binding on the parties. The parties specifically confer upon the arbitrator the right to direct each of the parties to produce in advance of the hearing(s) whatever documents the arbitrator deems appropriate. The parties hereby agree that the arbitrator shall not have jurisdiction to award punitive damages. The parties hereby agree that discovery in accordance with applicable law shall be permitted. Such arbitration shall take place in Los Angeles, California, unless the parties mutually agree to another place. The parties hereto specifically consent to the jurisdiction of the federal or state courts of the State of California for the enforcement of any award (including attorneys' fees and costs) of any arbitrator made hereunder or dispute related hereto.
- D. Applicable Law. This Agreement shall, in all respects, be governed by the laws of the State of California.
- E. Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.
- F. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.
- G. Modifications or Amendments. No amendment, change or modification of this Agreement shall be

valid, unless in writing and signed by all of the parties hereto.

- H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- I. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter and hereby terminated and canceled in their entirety and is of no further force or effect.
- J. Full Authority. Each of the parties and signatories to this Agreement represents and warrants that he has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and that such obligation shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith. Each person signing this Agreement on behalf of an entity represents and warrants that he has the full right, power, legal capacity and authority to sign this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the parties have executed this Agreement with the signatures of their duly authorized representatives, effective as of the date first written above.

The Humane Society of the United States

By: 

Date: 10/28/09

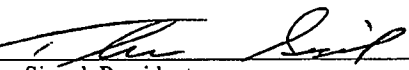
The Humane Society of the United States (SECOND SIGNATURE REQUIRED)

By: 

Name, Title: G. Thomas White, III Treasurer, CFO

Date: _____

Donor Services Group, LLC

By: 
Thomas Siegel, President

Date: 10/29/09

EXHIBIT A
State Registration
Regulatory Terms & Conditions

1. The main Agreement between DSG and the Organization is not a percentage-based agreement. DSG has contracted with Organization to encourage donors to enter into sustaining contribution arrangements that generate ongoing contributions to Organization for an indefinite future time frame. The following language is provided only for purposes of complying with the contract disclosure requirements of the states set forth below that require the provision of a percentage (either minimum, guaranteed or estimated) of the gross funds that Organization will receive during the term of the Agreement. The percentage being retained by Organization as a result of the entire agreement will be significantly greater than the percentage it retains during the actual term of the Agreement. Consequently, although it is estimated as hereinafter set forth that Organization will receive a minimum, estimated or guaranteed percentage of two percent (2%) of the gross funds raised during the term of the Agreement, Organization is projected to actually receive approximately thirty percent (30%) of the total gross contributions made to and for its benefit as a result of DSG's services hereunder. DSG is to be paid a fixed fee per *Hour* as set forth in the main Agreement and said compensation provisions shall be controlling. As outlined in the main Agreement, the Organization exercises control and approval over the content and frequency of all solicitations.
 - 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:
 - i. As the primary services being provided under the terms of this Agreement are the recruitment of new monthly givers, the Organization shall receive a minimum of two percent (2%) of gross revenue over the entire two year term of this Agreement as it invests in the program. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged.
 - b. For purposes of 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:
 - i. This contract is not a percentage based contract. However, as the primary services being provided under the terms of this Agreement are the recruitment of new monthly givers, the Organization shall receive a minimum of two percent (2%) of gross revenue over the entire two year term of this Agreement as it invests in the establishing of the program. This is an estimated percentage based upon the estimated number of contacts, average pledge fulfillment and experience of similar campaigns. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged. For purposes of the states of Ohio, Georgia, Utah and Wisconsin, the Organization is guaranteed a percentage of the gross revenue which is not less than ninety percent (90%) of the estimated percentage over the two year term of the Agreement.
 - 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 DSG, the main Agreement shall be modified to add the following section:
 - i. As the primary services being provided under the terms of this Agreement are the recruitment of new monthly givers, the Organization shall receive a minimum of two percent (2%) of gross revenue during the entire term of this Agreement as it invests in the establishing of the program. DSG shall receive up to ninety-eight percent (98%) of all funds raised over the term of this Agreement. The amount going to DSG is an estimated percentage based upon previous experience of similar campaigns conducted by DSG. This shall not affect or alter compensation provisions as provided in the main Agreement.
 - d. For purposes of the state of California only, the contract shall be modified to add the following sections:

Solicitation activity is to commence on or after November 1, 2009 within the State of California or ten working days after receipt of the Agreement by the Attorney General. All contributions shall be deposited

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

- i. The Organization 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. The Organization may exercise this right by serving a written notice of cancellation on DSG. 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 the Organization without deduction for costs or expenses of any nature, and the Organization shall be entitled to recover all funds collected after the date of cancellation.
 - ii. Following the foregoing initial ten (10) day cancellation period, the Organization may terminate this Agreement by giving thirty (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, the Organization shall be liable for services provided by DSG up to thirty (30) days after the effective service of the notice. In addition, following the initial ten (10) day cancellation period, the Organization may terminate this Agreement at any time upon written notice, without payment or compensation of any kind to DSG, if DSG or its agents, employees, or representatives make(s) any material misrepresentations in the course of solicitations or with respect to the Organization; are found by the Organization 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 the Organization's good name or good will. Determination of the existence of these factors shall be made by an arbitrator if the main Agreement provides for dispute resolution via binding arbitration.
- e. For purposes of the states of Alaska and Illinois only, the contract shall be modified to add the following section:
- i. DSG shall be authorized by the Organization to conduct solicitations on a nationwide basis during the term of this Agreement. The DSG projects \$2,400,000, in gross revenue to be raised from this campaign over the two year term of this Agreement but considerably more thereafter once the monthly giving program is established. DSG estimates expenses related to the campaigns to be as much as \$2,352,000 over the entire term of this Agreement. The estimated figures are based upon experience of similar campaigns conducted by DSG. 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 DSG as provided in the main Agreement.
- f. For purposes of the State of Indiana only, the following shall apply:
- i. The average percentage of gross contributions received by sponsoring Organizations as a result of campaigns conducted by the DSG in the three years preceding this agreement is thirty percent (30%).
 - ii. At least every ninety (90) days, DSG 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. DSG may not restrict the charitable organization's use of contributor information.
- g. For the purposes of the State of Mississippi, the following shall apply:
- i. Solicitation activity is to commence on or after November 1, 2009 within the State of Mississippi or ten working days after the contract is received by the Office of the Secretary of State.

- ii. All oral and written presentations to be used by DSG (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by client.
- iii. Solicitation activity and the contract will terminate on October 30, 2011 within the State of Mississippi.
- h. For the purposes of the State of New Hampshire, the following shall apply:
 - i. 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 Organization with no rights to transfer, sell, rent, or otherwise cause same to be used except by the Organization.
 - i. For the purposes of the State of Pennsylvania, the following shall apply:
 - i. Guarantee to Client. As the primary services being provided under the terms of this Agreement are the recruitment of new monthly givers, the Organization shall receive a minimum of two percent (2%) of gross revenue during the entire term of this Agreement. This shall not affect or alter compensation provisions as listed in the main Agreement.
 - ii. Percentage to Professional Solicitor. The Organization agrees that the DSG shall be compensated pursuant to the terms of the agreement which is estimated not to exceed 98 percent (98%) of gross revenue during the term of this Agreement. 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.
 - iii. Solicitation activity is to commence on or after November 1, 2009 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.
 - iv. Solicitation activity and the contract will terminate on October 30, 2011 within the Commonwealth of Pennsylvania.
 - j. For the purposes of the State of Vermont the following shall apply:
 - i. 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.
 - ii. The Agreement shall be segmented into two campaigns, each representing one year of the Agreement. Pursuant to Vermont law, the minimum percentage disclosure for each campaign is as follows: The Humane Society of the United States (HSUS) shall receive as a result of the first campaign, a minimum of .05% of gross revenue. HSUS shall receive as a result of the second campaign a minimum of 2% of gross revenue. This shall not affect or alter compensation as set out in the main Agreement.
 - iii. The paid fund raiser shall not restrict in any way the use by the charity of the list of donors to the campaign.
 - k. For the purposes of the State of Tennessee the following shall apply:
 - i. DSG 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.
- 2. DSG shall not restrict in any way the use by the Organization of the list of donors to the campaign. This agreement may not be modified, changed, or terminated in whole or in part, in any manner except by an agreement duly signed by the parties.

**THE HUMANE SOCIETY OF THE UNITED STATES
DONOR SERVICES GROUP SUSTAINER INVITE
DONOR SERVICES GROUP
NOVEMBER 2009**

CLIENT NAME: THE HUMANE SOCIETY OF THE UNITED STATES

CAMPAIGN TYPE: MONTHLY GIVING/SUSTAINER INVITE

MEMBERSHIP: ALL PROSPECTS ARE NEWLY ACQUIRED DONORS

TAX DEDUCTIBLE: YES

CREDIT CARDS: VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER

GOAL: TO TURN RECENT DONORS INTO MONTHLY GIVERS

PRESIDENT: WAYNE PACELLE
(pronounced *pah-cell-ee*)

HUMANE SOCIETY OF THE UNITED STATES

*2100 L Street, NW
Washington, DC 20037*

THE NUMBER IS: 301-258-8276

WEB: www.humanesociety.org

Hello, Mr./Mrs. _____ . It's _____ (name as registered) calling from Donor Services Group, a paid solicitor who will receive compensation for making this call, calling on behalf of the Humane Society of the United States which is located at 2100 L Street, Washington, DC.

For prospects in Alaska:

I am paid for this call and the financial statement and a copy of the fundraising contract is available upon request.

I promise I'll be brief and I want to let you know that this call may be monitored or recorded for my accuracy.

Mr/Mrs. _____, first I want to thank you for your recent contribution to the Humane Society.

Support from new members like you has made it possible for the HSUS to raid 16 puppy mills this year alone, help get their owners prosecuted and rescue nearly 3,000 puppies from deplorable, inhumane conditions. It has also allowed them to lend their support to hundreds of former Petland customers who launched a class action lawsuit against the company for their sale of puppy mill dogs to unsuspecting customers in 40 states.

But unfortunately, their work is ongoing....

- They need to do more to educate consumers about these puppy mills and how to avoid buying dogs raised in these conditions;
- They need more federal and state laws enacted that will increase the fines and jail time for these unscrupulous operators;
- They need to continue their work helping law enforcement investigate and collect evidence to prosecute these owners; and
- They need to expand their ability to shelter and care for the thousands of mistreated animals who suffer at the hands of these inhumane breeders.

The best way for you to help us is to consider becoming one of their Presidents Club members. Presidents Club members provide the absolutely critical monthly support the Humane Society needs to truly make a difference. Their monthly contributions of \$10, \$20 and \$30 a month ensure that they have the resources to respond immediately to any threat. And with the costs for a single raid at over \$40,000 having predictable support coming in from thousands of monthly givers allows them to act immediately rather than letting animals suffer while they try to raise the necessary money.

So whether we're talking about puppy mills, dog fighting rings or inhumane medical testing programs, it's their monthly givers who do more than almost anyone to help the Humane Society save these helpless animals. So I'm calling to urge you to consider becoming a Presidents Club member tonight with your monthly gift.

Mr./Mrs. _____, can they count on you to join this critically important group of supporters with your commitment of \$30 a month (\$1 a day)? Truly, it is one of the most valuable ways you can give and hopefully, easier than making a larger one-time contribution in these tough economic times. Many members also like it because it reduces the number of fundraising calls and mailings they receive. So do you feel you could consider committing to a modest tax-deductible monthly gift at this time?

(If YES) Great. Could they count on you for \$30 a month then? (if yes, Go to Closing Language in Section 2.)

(If NO....continue below)

2ND ASK:

I understand, not everyone can give at that level. You're obviously an animal lover and clearly support the Humane Society's efforts. Mr./Mrs. _____, it's the monthly support that enables their Animal Rescue team to work year round responding to so many different crises – not only puppy mill raids but rescuing animals in communities hard hit by hurricanes, and saving defenseless dogs involved in animal fighting rings. The Animal Rescue Team just recently assisted in a multi-state dog fighting raid that resulted in the rescue and shelter of more than 500 dogs that were cruelly abused in the name of entertainment. The Humane Society Presidents Club makes this possible. Would you consider joining them with a monthly gift of \$2nd ask ?

IF YES, "Great. *(Go to Closing Language in Section 2)*

3rd ASK:

I understand. Monthly giving is not for everyone. I appreciate your time and I thank you for what you've done to support the Humane Society. I hope you will keep this program in mind for the future. As a fellow animal lover, you know there's nothing more brutal than the intentional infliction of pain and suffering on a defenseless animal. And every dollar makes a vital difference for them.

Before I let you go, and since you're not ready to join the monthly giving program right now, can they count on your support with a one time gift to help fund their current work? You last gave **\$MRC**. Would it be possible to match that now? Every dollar matters and brings the Humane Society closer to putting an end to animal cruelty.

CLOSING LANGUAGE

CLOSING (One-time gifts and monthly Pledge):

That is wonderful! Thank you. Just a couple of things to take care of:

ADDRESS: First, let me check your address for the records. Are you still at _____?

CONFIRM: And you're contributing \$____ (every month), is that correct?

VERMONT:

For prospects in Vermont (you must disclose prior to payment authorization):

Information on how much of the contribution goes to the non-profit organization and how much goes to the fundraiser can be obtained by contacting the Vermont Consumer Assistance Program, Morrill Hall, UVM, Burlington, VT 05405, tel. 1-800-649-2424 or at the Attorney General's web site, <http://www.state.vt.us/atg>.

CREDIT CARD: Will that be on MasterCard, VISA, American Express, or Discover? GREAT! All I need is your card number and expiration date and we'll send you a confirmation in the mail. (**record all necessary information, including confirming name as it appears on the card**) Have a wonderful evening!

SECOND CREDIT CARD ASK (If hesitant to use card) I understand. The reason they encourage you to use a debit or credit card is that it's the most cost effective method for us. It saves administrative and mailing costs, so more of your money can go to saving the animals. Of course, it also saves you the hassle of writing and mailing in a check every month. So can you reconsider putting your (monthly) gift on VISA, MasterCard, American Express, or Discover?

If still no to credit – check confirmation

I understand, and of course they can take your (monthly) gift by check if you prefer.

For monthly givers: *The monthly check giving program is called the Partners Circle. You'll receive a pledge package in a few days indicating your monthly gift of \$X. All they ask is that you return your first monthly gift as soon as you receive the envelope. Is that something you can do? (If no) I understand – and they can give you up to two weeks to return it. Is that more doable for you? Great. After that, you'll receive a reminder each month for your monthly gift of \$X.*

For one time givers: *You'll receive a pledge package in a few days indicating your gift of \$X. All they ask is that you return your gift as soon as you receive the envelope. Is that something you can do? (If no) I understand – and they can give you up to two weeks to return it. Is that more doable for you? Great.*

Disclaimer/Tax Status

Just a reminder that the Humane Society of the United States is a privately funded, nonsectarian organization, and all contributions are tax-deductible to the extent permitted by law.

Do you have an e-mail address so that you can receive Humane Society's action alerts to stay up-to-date on the latest news? (Carefully type in the e-mail address with NO spaces and reread the e-mail address.) They appreciate your special support, Mr/Ms

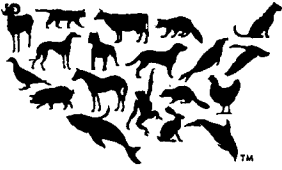
—

Closing

Thank you again for your generous (monthly) gift, and for taking the time to speak with me tonight. Your support of the Humane Society will help so many animals. And really makes a tremendous difference. Have a great evening!

If the donor asks what percentage of their contribution goes to the HSUS:

"We are not paid a percentage of any donation raised for the Humane Society, but rather a flat fee per person we speak to, regardless of whether or not you choose to give. Trying to estimate what percentage the charity might receive based off of our flat fee is difficult since I don't know all the information about how the Humane Society budgets fundraising costs, but it could be approximately 40% - 50% over two years. However, please know that we provide the Humane Society with a daily report of our performance and they have the authority to cancel our campaigns at any time the results do not meet their expectations. As a company that has worked on behalf of non-profit organizations for more than 27 years, our goal, first and foremost is to provide our clients with quality calling programs that accomplish their objectives."



THE HUMANE SOCIETY
OF THE UNITED STATES

The Humane Society of the United States is the nation's most effective organization working to protect animals from cruelty. Our efforts have helped expose abusive puppy mills, illegal dog and cockfighting rings, and inhumane laboratory testing on animals. Not only do we advocate protection for all animals, but we also push for enforcement of laws. It is your support that allows us to protect these voiceless victims. Thank you for all your help.

Thank you for speaking with us and agreeing to a generous gift of \$20. Your gift will be put to work immediately to help protect animals throughout our nation. Please send your contribution with this form in the enclosed envelope.

016569615 DMDPE5 HS502SP
MRS ZORAIDA KRELL
93 N TAYLOR ST
BERGENFIELD, NJ 07621-4619

Gift Amount: \$20

Date Due: 11/1/2009

Payment Type: Check enclosed

Visa
 Mastercard
 American Express
 Discover

Account # _____

Exp Date _____

Signature _____

HS1FM-001

2100 L Street, NW ♦ Washington, DC 20037 ♦ www.humanesociety.org



THE HUMANE SOCIETY
OF THE UNITED STATES

The Humane Society of the United States is the nation's most effective organization working to protect animals from cruelty. Our efforts have helped expose abusive puppy mills, illegal dog and cockfighting rings, and inhumane laboratory testing on animals. Not only do we advocate protection for all animals, but we also push for enforcement of laws. It is your support that allows us to protect these voiceless victims. Thank you for all your help.

Thank you for speaking with us and agreeing to a generous gift of \$25. Your gift will be put to work immediately to help protect animals throughout our nation. Please send your contribution with this form in the enclosed envelope.

016299227 DMDPE5 HS502SP
ANGELA ALTSCHULER
75 STONEY RIDGE RD
SADDLE RIVER, NJ 07458-2518

Gift Amount: \$25

Date Due: 11/1/2009

Payment Type: Check enclosed

Visa
 Mastercard
 American Express
 Discover

Account # _____

Exp Date _____

Signature _____

HS1FM-001

2100 L Street, NW ♦ Washington, DC 20037 ♦ www.humanesociety.org





THE HUMANE SOCIETY
OF THE UNITED STATES

The Humane Society of the United States is the nation's most effective organization working to protect animals from cruelty. Our efforts have helped expose abusive puppy mills, illegal dog and cockfighting rings, and inhumane laboratory testing on animals. Not only do we advocate protection for all animals, but we also push for enforcement of laws. It is your support that allows us to protect these voiceless victims. Thank you for all your help.

Thank you for speaking with us and considering a generous gift. Your gift will be put to work immediately to help protect animals throughout our nation. Please send your contribution with this form in the enclosed envelope.

012625369 DMDPE5 HS502HED
MS SUSAN TEEMAN
910 5TH AVE # 3B
NEW YORK, NY 10021-4155

If you choose to make a contribution, indicate amount:

\$300 \$200 \$150 \$100 Other

Payment Type: Check enclosed

Visa
 Mastercard
 American Express
 Discover

Account # _____ Exp Date _____

Signature _____

HS1FM-001

2100 L Street, NW ♦ Washington, DC 20037 ♦ www.humanesociety.org



THE HUMANE SOCIETY
OF THE UNITED STATES

The Humane Society of the United States is the nation's most effective organization working to protect animals from cruelty. Our efforts have helped expose abusive puppy mills, illegal dog and cockfighting rings, and inhumane laboratory testing on animals. Not only do we advocate protection for all animals, but we also push for enforcement of laws. It is your support that allows us to protect these voiceless victims. Thank you for all your help.

Thank you for speaking with us and considering a generous gift. Your gift will be put to work immediately to help protect animals throughout our nation. Please send your contribution with this form in the enclosed envelope.

009674359 DMDPE5 HS502HED
MRS. ESTHER E. CIRILLO
27 GARIBALDI ST # 1
BERNARDSVILLE, NJ 07924-2732

If you choose to make a contribution, indicate amount:

\$125 \$100 \$75 \$50 Other

Payment Type: Check enclosed

Visa
 Mastercard
 American Express
 Discover

Account # _____ Exp Date _____

Signature _____

HS1FM-001

2100 L Street, NW ♦ Washington, DC 20037 ♦ www.humanesociety.org



The Humane Society of the United States' mission is to celebrate animals, to confront cruelty and to work to reduce animal suffering, to create meaningful social change for animals by advocating for sensible public policies, to investigate cruelty and work to enforce existing laws, in addition to 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. The Humane Society of the United States is located at 2100 L Street, NW, Washington, DC 20037, (202) 452-1100. HSUS has retained Donor Services Group, LLC (DSG) headquartered at 11500 Olympic Blvd., Suite 540, Los Angeles, CA 90064, (310) 788-9000, a paid professional fund raiser, to assist in this fund raising 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.

Arizona: Financial information filed with the Secretary of State is available for public inspection or by calling toll-free, 1-800-458-5842. Colorado: PFR's registration number: 20033002599; Charity's registration number: 20053007448; Colorado residents may obtain copies of registration and financial documents from the Secretary of State by calling (303) 894-2680 or at <http://www.sos.state.co.us>. FLORIDA: A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING 1-800-435-7352, TOLL-FREE WITHIN THE STATE. Florida registration number CH-01705. Georgia: A full and fair description of the programs of HSUS and our financial statement summary is available upon request at the office and phone number indicated above. Illinois: Contracts and reports regarding the charity are on file with the Illinois Attorney General. Kansas: HSUS's Kansas registration number is 227-694-7. The annual financial report for the preceding fiscal year is on file with the Secretary of State, 1st Floor, Memorial Hall, 120 SW 10th Ave., Topeka, KS 66612. Maine: you may obtain information on the respective percentages of contributions that will be paid to the charitable organization and to the paid fund raiser by contacting the Attorney General, Department of Professional & Financial Regulation, 35 State House Station, Augusta, ME 04333. Maryland: A copy of the current financial statement of HSUS is available by writing 2100 L Street, NW, Washington, DC 20037 or by calling (202) 452-1100. Documents and information submitted under the Maryland Charitable Solicitations Act are also available for the cost of copies and postage from the Secretary of State, Statehouse, Annapolis, MD 21401, 1-410-974-5534. Mississippi: The official registration and financial information of HSUS may be obtained from the Mississippi Secretary of State's office by calling 1-888-236-6167. New Jersey: INFORMATION FILED WITH THE ATTORNEY GENERAL CONCERNING THIS CHARITABLE SOLICITATION AND THE PERCENTAGE OF CONTRIBUTIONS RECEIVED BY THE CHARITY DURING THE LAST REPORTING PERIOD THAT WERE DEDICATED TO THE CHARITABLE PURPOSE MAY BE OBTAINED FROM THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY BY CALLING (973) 504-6215 AND IS AVAILABE ON THE INTERNET AT <http://www.njconsumeraffairs.gov/ocp.htm#charity>. REGISTRATION WITH THE ATTORNEY GENERAL DOES NOT IMPLY ENDORSEMENT. New York: New York residents may obtain a copy of HSUS annual report by writing to the Office of the Attorney General, Department of Law, Charities Bureau, 120 Broadway, New York, NY 10271. North Carolina: Financial information about HSUS and a copy of its license are available from the State Solicitation Licensing Branch at (888) 830-4989. Pennsylvania: The official registration and financial information of HSUS may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, 1-800-732-0999. Tennessee: **HSUS has retained Donor Services Group, LLC, a paid solicitor, to assist with this campaign.** Washington: A Notice of Solicitation required by law is on file with the Washington Secretary of State. You may obtain additional financial disclosure information by contacting the Secretary of State at 1-800-332-GIVE. 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.

How Contributions Are Allocated Between HSUS and Donor Services Group, LLC

Vermont: For information on how much of your contribution goes to the charity and how much to the paid fundraiser, contact the Vermont Consumer Assistance Program, Morrill Hall, UVM, Burlington, VT 05405, tel. 1-800-649-2424, or the Vermont Attorney General's Internet website, <http://www.state.vt.us/atg>.

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.

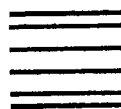


THE HUMANE SOCIETY
OF THE UNITED STATES
2100 L Street, NW
Washington, DC 20037

Thank you for speaking with us by phone.

HS10E-001

*Your first-class stamp on this envelope is
another gift to the animals. Thank you!*



TMR1ST

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 15759 WASHINGTON, DC

POSTAGE WILL BE PAID BY ADDRESSEE

THE HUMANE SOCIETY OF THE UNITED STATES
PO BOX 97015
WASHINGTON DC 20077-7269

HS1RE001

