PacificEast
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This DNC Services Agreement (the "Agreement") is made as of
this _____ day of _____, 20__.

by and between **Pacific East Research Corporation**, ("Provider"),

and _____ ("Client").

Recitals:

A.   Provider has resources to provide certain telecommunications services, including access to Do-Not-Call Lists maintained by the Federal Trade Commission (the "FTC") and certain States.

B.   Client is a telemarketing service firm conducting telemarketing campaigns on behalf of certain sellers of goods and/or services (each a "Seller") and desires to utilize Provider's services (the "Services"), including the application of information in the Do-Not-Call Lists maintained by the FTC, the States and the Direct Marketing Association (DMA).

C.   Provider is willing to provide the Services only in conformance with certain terms and conditions, and Client is prepared to accept those terms and conditions in order to have access to Provider's Services.

NOW, THEREFORE, in view of the foregoing and the mutual promises and covenants contained herein, the parties hereby agree as follows:

1.   Provision of Services.

(a) Upon request from Client during the Term of this Agreement, as hereinafter defined, Provider will (i) identify those individuals on any list supplied to Provider by Client who are included in the Do-Not-Call Lists of the FTC and the States and (ii) provide the additional Services described in Exhibit A annexed hereto with respect to such Do-Not-Call Lists and other matters. Provider will use commercially reasonable efforts to make the foregoing identifications specified in clause (i) within four or less business days after receipt of the list from Client. The time within which the Services referenced in clause (ii) are to be provided is specified in Exhibit A.

(b) By execution of this Agreement, Client hereby certifies that Client is a telemarketing firm providing services to one or more "Sellers" as defined by Section 310.2 of the FTC's rules. Upon execution of this Agreement, Client shall provide Provider with copies of documents which identify (i) the FTC account number held by each of the Sellers for whom Client is providing services in conjunction with this Agreement to reflect each such Seller's current

registration with the FTC to secure access to its Do-Not-Call list, (ii) the date on which each Seller registered with the FTC and paid the applicable fee, and (iii) the area codes to which each such Seller is entitled access (with the understanding that Provider may respond separately to Client for Sellers who have access to different area codes). Provider's access to such documents is a condition precedent to Provider's obligation to provide the Services to Client hereunder, and in no event shall Provider provide Client with names from the FTC's Do-Not-Call list in area codes to which any Seller is not entitled to access.

2.   Payment for Services. In exchange for the provision of the Services by Provider, Client shall pay Provider the fees and costs set forth in Exhibit B annexed hereto and in accordance with the schedules set forth in Exhibit B.

3.   Representations and Warranties.

(a) Provider represents and warrants that it shall use good faith in performing the Services. Provider disclaims and otherwise excludes any and all other representations and warranties with respect to the Services, express or implied, including but not limited to those relating to or based on (a) the accuracy or completeness of the Do-Not-Call Lists made available to or otherwise obtained by Provider, (b) Provider's right of access to the FTC's Do-Not-Call list, (c) the reasonableness of Provider's Services, (d) merchantability or fitness for a particular purpose, or (e) any course of dealing or industry practice or usage of trade.

(b)   Client represents and warrants that it shall use good faith in performing its responsibilities under this Agreement and that Client's provision of services to [its customers] [Sellers] and its access, through Provider, to the FTC's Do-Not-Call list, will be in compliance with applicable law, including but not limited to Do-Not-Call laws enacted by the States, the charitable solicitation and telemarketing laws enacted by the States, the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder by the Federal Communications Commission, and the Telemarketing Consumer Fraud and Abuse Prevention Act and the rules and regulations promulgated thereunder by the FTC.

4.   Indemnification by Provider.

(a) Provider shall indemnify Client and hold Client and its stockholders, members, officers, directors, employees and agents harmless from and against any and all claims, losses, damages and liabilities of any kind or nature (including reasonable attorneys' fees and fines or forfeitures imposed by any governmental agency) arising from Provider's breach of its representations and warranties in Section 3 with respect to the provision of Services: provided, that in no event shall Provider's liability to Client for any breach of any such representation and warranty exceed One Thousand Dollars ($1,000) in any one single instance: and provided further, that any breach with respect to any Do-Not-Call List utilized by Provider or any list of names provided by Client to Provider shall be deemed to be a single breach regardless of the number of names that may be involved in such breach.

(b) IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY CLIENT ARISING OUT OF PROVIDER'S PROVISION OF THE SERVICES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE OR DAMAGES FOR LOSS OF GOODWILL, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5.   Indemnification by Client.   Client shall indemnify and hold Provider and its stockholders, officers, directors, employees and agents harmless from and against any and all claims, losses, damages and liabilities (including reasonable attorneys' fees and fines or forfeitures imposed by any governmental agency) arising out of or resulting from Client's breach of its representations and warranties under this Agreement.

6.   Procedures and Limitations on Indemnification.

(a) If any party determines that it is entitled to indemnification under this Agreement, such party shall notify the other party of such determination promptly and include in such notice the basis for such determination along with any and all available documents which support both the assessment of liability and the calculation of any damages. In no event shall any delay in providing such notice preclude indemnification unless such delay has prejudiced the indemnifying party and then only to the extent of such prejudice.

(b)   In the event that the request for indemnification involves a third party claim, the indemnifying party shall have the right to defend against such claim with counsel of the indemnifying party's selection: provided, that the indemnified party shall have the right to participate in such defense at its expense. If the indemnifying party does not assume the defense or respond to the indemnified party's inquiry about the indemnifying party's assumption of such defense within ten (10) days of receipt of such inquiry, then, in that event, the indemnified party may assume the defense: provided, that the indemnified party shall not settle such matter without providing the indemnifying party with at least fifteen (15) days prior notice of the terms of the settlement; and provided further, that the indemnifying party may not reject such settlement unless the indemnifying party immediately assumes the defense of the claim and reimburses the indemnified party for all expenses incurred in its defense of the claim, including attorneys' fees.

(c) Notwithstanding anything to the contrary in this Agreement, a claim for indemnification under this Agreement must be received by the indemnifying party within one (1) year after expiration of the Term or any renewal thereof.

(d)   The provisions of this Agreement shall provide the parties' exclusive remedy for any breach of this Agreement.

7.   Governing Law.   This Agreement shall be governed by the laws of the state of Washington without regard to conflict of laws provisions.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes any and all prior and contemporaneous agreements and understandings. This Agreement may not be amended except by a document executed by the parties.

9. Term. The term of this Agreement (the "Term") shall commence on the date hereof and terminate on the second anniversary of such date: provided, that the parties may renew the Agreement for successive two-year Terms on such terms and conditions as the parties may mutually agree to in any document executed by them; and provided further, that if Provider continues to provide Services beyond the expiration of the Term without the execution of a document by the parties extending the Term, the parties shall be deemed to have agreed to continue the provision of the Services in accordance with the terms and conditions of this Agreement.

10. Waiver. In no event shall any waiver by any party of any right it has under this Agreement be effective unless reflected in a writing executed by such party. In such event, the waiver shall extend only to the particular matter set forth in such writing and not to any similar or unrelated matter. In no event shall any party's delay in exercising any right it has under this Agreement or in insisting on the other party's compliance with any representation, warranty, covenant or other obligation be construed as a waiver of any right which such party has under this Agreement.

11. Notices. Any and all communications authorized or required by or under this Agreement shall be delivered by hand, by facsimile (with written confirmation of receipt) or by overnight courier (charges prepaid) to the parties at the following addresses and facsimile telephone numbers (except when changed in accordance with the provisions of this section):

>   To Provider --   Pacific East Research Corporation
>   726 Cherry Street
>   Sumas, Washington 98295-0439
>   Fax: 1-360-988-0940
>   Attention: Walter Funk, Executive Vice President
>
>   To Client --

12. Relationship of Parties. This Agreement does not and is not intended to create or evidence any agency, partnership, joint venture or similar relationship between Provider and Client.

13. Severability. If any term of this Agreement is held by a court or governmental agency of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or

invalidated unless the provision deemed invalid, void or unenforceable is central to the purpose of this Agreement and, in that latter event, either party may terminate this Agreement immediately upon written notice to the other party after the decision by such court or agency becomes effective.

14.   Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

15.   Successors and Assigns. This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns: provided, that no party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date first written above.

PACIFIC EAST RESEARCH CORPORATION

By: _____

Name: Walter Funk

Title: Executive Vice President

_____ ("Client")

By: _____

Name: _____

Title: _____

Exhibit A:

Additional services provided by Pacific East Research Corporation for DNC processed files include a DNC file report and audit reports (upon request).

1. **File Reports**: DNC reports for individual files will accompany the return of each DNC processed file. Information in the reports will include: a summary of result counts categorized by individual DNC lists, including the list maintained by the Federal Trade Commission (the "FTC") in the area codes to which Client is entitled access, and specification of whether the phone numbers found on the DNC list have been *removed* or *returned with a flag*.

2. **Incident Reports**: Upon request we will furnish a client with an incident or audit report of the details of a specific DNC phone number found or not found on our DNC file or in the FTC list in area codes to which Client is entitled access. Report details will include: the original phone number, the original Do Not Call code returned, the list on which the number was found (if applicable), the date the number was added to our Do Not Call list (if applicable), the date the number was removed from the Do Not Call list (if applicable), any calling grace period after the list is released from or made available by the FTC or the state, and a summary of whether legal restrictions apply to the phone number in question. This report will be sent to the specified recipient within 48 hours of the receipt of the Incident request.

3. **Current DNC list**: The complete list of all private and governmental bodies which have proposed to enact Do Not Call legislation is incomplete. This state of incompleteness will continue to be dynamic throughout the foreseeable future as new laws are enacted and proposed lists become active lists. While Pacific East Research Corporation intends to own and make available the majority of lists made available by the States and private organizations, it may, for unspecified reasons, choose not to own any particular list(s).

Exhibit B:

Do Not Call may be used in conjunction with other PacificEast Phone Append services or as a stand alone service. DNC Pricing is based on the number of records processed as follows:

$1.50 / 1000 Records run
$150 Minimum order charge