



MASTER SERVICE AGREEMENT

THIS MASTER AGREEMENT ("Agreement") is made and entered on the dates set forth on the signature page hereof by and between Christian Advocates Serving Evangelism, Inc., dba The American Center for Law and Justice, a California not-for-profit corporation with offices at 100 Crescent Centre Parkway, Suite 670, Tucker, Georgia 30084 (hereinafter referred to as "CLIENT"), and Donor Care Center, Inc. (hereinafter referred to as DCCI), located at 480 W. Tuscarawas Avenue, 3rd Floor, Barberton, Ohio 44203

WHEREAS, DCCI provides telemarketing fundraising campaign services ("Services") for various nonprofit clients, and

WHEREAS, CLIENT wishes to utilize DCCI to provide these Services in order to raise funds from the public for CLIENT'S charitable purposes.

WITNESSETH:

The following are the terms and conditions of the Agreement between the Parties:

1. GENERAL STATEMENT OF WORK

DCCI agrees to provide tele-fundraising services to CLIENT. Services include, but may not be limited to planning, preparing, managing, and conducting outbound tele-fundraising programs to active, lapsed and/or prospective donors. This agreement defines the basic business relationship between the Parties, including liabilities or limits thereof, agreement terms, and cure processes.

2. TERM & TERMINATION

The agreement covers all services provided by DCCI on behalf of CLIENT between June 1, 2017 and May 31, 2018. Either Party may terminate this Agreement at any time for any reason, providing written notice with as much lead time as possible. In the event that the Agreement is terminated, CLIENT is responsible to pay all outstanding invoices for work performed up to the time at which notice of termination is received by the receiving Party.

3. DCCI RESPONSIBILITIES

- a) **Teleservices** – Includes telephone representatives (Communicators) and all associated phone charges.

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b) **Letter Production** – DCCI will produce and mail thank you/pledge collection letters on a daily basis to any donor that pledges a financial contribution of a specific amount, or who pledges to consider making a contribution. DCCI will also produce and mail reminder letters to donors who pledge a contribution of a specific amount but who do not fulfill the gift within approximately three weeks from the date of the pledge.

c) **Program Development:**

- DCCI will provide projections and a general strategic proposal to CLIENT, prior to conducting any program on CLIENT'S behalf.
- DCCI will provide a critical path to CLIENT which outlines the elements of the setup of tele-fundraising programs and the timeline required to provide each item in order to launch the program on the mutually agreed upon start date.
- DCCI will provide creative and strategic recommendations as to the audience to be called and the appeal(s) to be used based on CLIENT'S goals and budget.
- DCCI will develop script and letter copy for CLIENT approval.
- DCCI will provide recommended goals and performance goals to CLIENT for each program.

d) **Training:**

- DCCI will develop training materials for its Communicators specific to CLIENT'S program.
- DCCI will train all Communicators on all pertinent aspects of CLIENT and CLIENT'S program before Communicators are permitted to call on CLIENT'S behalf.

e) **Program Management:**

- DCCI will choose Communicators most appropriate to call on behalf of CLIENT.
- DCCI will manage all aspects of CLIENT'S program on a daily basis.

f) **Computer Programming & Processing:**

- DCCI will process the donor files to be called.
- DCCI will develop the necessary computer screens and technical structure to implement CLIENT'S program according to CLIENT'S specifications.
- DCCI will provide output files including credit card files and post call & final disposition files.

g) **Compliance:**

- DCCI will prepare solicitation notices for CLIENT Signature. DCCI will submit the signed solicitation notices to the various states' charitable solicitation registration (CSR) offices, along with the contract, addendum, script, and letter copy, according to the requirements of each individual state.
- DCCI will prepare for CLIENT's signature, financial reports required by the various states' CSR offices. Once signed by CLIENT, DCCI will submit the financial reports to the state CSR offices, according to each state's requirements.

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h) Reports:

- DCCI will provide its standard daily program performance, management, and fulfillment reports to CLIENT on a timely basis. Custom reports will be quoted upon request.

i) Quality Control:

- A data sample will be sent to CLIENT for any files that will be routinely provided during the course of CLIENT'S programs for CLIENT to review and approve.
- DCCI will provide remote monitoring capabilities for CLIENT'S location. DCCI may also create audio recordings of calls and send them to CLIENT at a later date for review.
- DCCI Team Leaders will monitor Communicators and provide continuous improvement coaching to the Communicators.
- DCCI performs regular quality assessments on all communicators and provides communicators with quantified quality scores as well as plans to improve performance and quality.

j) Data Security:

- DCCI recognizes its responsibility to protect all client provided data that comes into its possession. DCCI warrants that it complies with the requirements of the Payment Card Industry (PCI) Security Standards, and that any subcontractors which might have any access to donor credit card information are also PCI compliant.
- DCCI employees and third party contractors are required to sign Client File Confidentiality Agreements.
- DCCI hereby agrees to provide CLIENT with a copy of its Quarterly Perimeter Scan report on a quarterly basis, confirming that its network meets the requirements of PCI Compliance.

4. CLIENT RESPONSIBILITY

DCCI'S ability to perform under this Agreement is dependent on CLIENT providing certain support services. As such, CLIENT agrees to:

- a) Sign all contracts and addenda in a timely manner.
- b) Sign and return to DCCI, all financial reports required by the various states' CSR offices within 2 weeks of receiving them from DCCI, barring any dispute of the information contained in the financial reports. If such a dispute of information exists, CLIENT commits to working with DCCI to resolve the dispute within a period of one week, if at all possible.
- c) Provide general information about CLIENT and the specific program from which DCCI will produce script, letter copy, and training materials.
- d) Provide all art, logos, electronic signatures, stationery samples and other materials necessary to create pledge fulfillment letter packages.

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- e) Provide signed approval on all scripts, letter copy, stationery and other creative materials necessary to conduct telefundraising programs, in a timely manner.
- f) Provide call file in a useable format, including all data requested by DCCI.
- g) On a weekly basis, provide DCCI with a current file of fulfilled pledges received.

5. PAYMENT FOR SERVICES RENDERED

DCCI will invoice CLIENT on a weekly basis for Services rendered at the following rates:

Teleservices (includes telefundraising calls, Communicator training, script and standard letter production, outbound postage on letters, standard data processing, and any other services not specifically defined in this section).

| | |
|---------------------------------------------------------------|---------------------------------------|
| - Teleservices – 0-12 month Current Donor (1x Gift Request) | \$3.60/Completed Call |
| - Teleservices – 13-24 month Lapsed Donor (1x Gift Request) * | \$45.00/Hour |
| - Teleservices – 25-48 month Lapsed Donor (1x Gift Request) | \$45.00/Hour |
| - Teleservices – 49+ month Lapsed, Non-Donors & Prospecting | \$37.00/Hour |
| - Securing email addresses | \$0.25 per email captured |
| - *Phone Append | \$0.035/Append, Verified, Corrected # |
| - *Broadcast Voice Messages | To be quoted |
| - *Stationery Printing | To be quoted |
| - *Postage on return envelope | At Cost |
| - Special Computer Processing and Programming | \$95.00/Hour |
| - *Outside Lists | Market Rate |
| - Shipping/Overnight Charges | At Cost |

*Cost will not exceed \$3.25/call

- a) A completed call is defined as a telephone contact made by DCCI to CLIENT'S donor where the donor (or spouse if approved by CLIENT) is reached, where the presentation is attempted or completed, and where a "yes", "no", or "maybe" decision is rendered by the donor (or spouse).
- c) DCCI will submit invoices to CLIENT for Services provided on a weekly basis and are due and payable within thirty (30) days of the invoice date. * These charges will be due upon receipt. All unpaid invoices past 60 days will be assessed a late fee of 1% per month or \$100 per month, whichever is greater.
- d) DCCI reserves the right to change the pricing in this contract by providing no less than thirty (30) days' written notice to CLIENT. No price changes will go into effect until notice is received and agreed upon in writing by CLIENT.
- e) Any fees disputed by CLIENT shall be communicated to DCCI within thirty (30) days of receipt of the invoice. CLIENT shall pay all undisputed portions of the subject invoice within the 30-day terms. All fees not disputed by CLIENT within thirty (30) days are deemed proper by

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CLIENT and shall be paid in full. Fees that remain in dispute shall be resolved through the dispute resolution process outlined in Section 15 of this agreement.

- f) Subject to applicable law, all past due accounts will be charged and paid by CLIENT a monthly service charge of 1.5% per month on the unpaid balance. DCCI reserves the right to suspend and withhold Services at any time the CLIENT becomes past due.

6. INTELLECTUAL PROPERTY OWNERSHIP

Each Party shall retain ownership of all intellectual property, trade secrets, patents, patentable material or similar property that it has developed prior to the execution of this Agreement. This property and material shall include, but not be limited to, previously developed ideas, techniques, designs, inventions, discoveries, computer source codes, software/firmware, training manuals and processes and any other items previously created, discovered, or developed by DCCI. All scripts developed by DCCI shall be owned by DCCI and shall remain the exclusive property of DCCI. Scripts developed by CLIENT shall be the property of CLIENT and shall remain the exclusive property of CLIENT.

7. COPYRIGHTS AND APPROVAL OF CREATIVE MATERIAL

- a) Each Party warrants and represents that all materials provided and/or under its direct control in the performance of this Agreement will be its original work and will not infringe any third party proprietary right.
- b) Any written or other creative materials created by DCCI in the execution of any CLIENT'S campaign(s) will be provided to CLIENT for prior written approval. If alterations to the program materials occur at any time throughout the life of the program, CLIENT shall have the right to approve in advance, each and every change.
- c) DCCI represents and warrants to CLIENT that DCCI will not, without the prior written consent of CLIENT in each instance, include any material in the Services that is previously copyrighted, requires permissions or releases to use, and/or is otherwise encumbered or subject to protection under the U.S. Copyright Act. If such material is approved for inclusion, DCCI will be responsible to obtain and pay for any and all necessary permissions and releases that may be required.
- d) DCCI will not use any CLIENT resource or any other CLIENT-owned property provided under this Agreement specifically including intellectual property and donor lists for any purpose or for the benefit of any other Party other than that which is necessary to implement programs approved by CLIENT under this agreement. DCCI will promptly return any CLIENT property upon the request of CLIENT.
- e) DCCI will use CLIENT-provided artwork AS IS and will not change, modify, or otherwise alter any CLIENT-owned artwork, trademarks, logos, and/or any other CLIENT-owned intellectual property without CLIENT'S prior written approval.

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- f) DCCI will not use any CLIENT resources or any CLIENT name, trade name, federally registered trademarks, trade devices, service marks, or symbols to publicly represent (directly or indirectly), advertise, or otherwise imply CLIENT'S endorsement of DCCI'S endeavors and/or enterprises without the prior written consent of CLIENT in each instance.
- g) CLIENT agrees that all results, strategies, and marketing materials developed by DCCI are considered proprietary to DCCI and will be used by DCCI exclusively and will not be provided to any other competitive teleservices firm.

8. CLIENT PROVIDED DATA

In order to receive DCCI'S all-inclusive pricing, CLIENT is required to provide data files in DCCI'S required format. Otherwise, additional programming charges may be charged and delays may occur.

9. CONFIDENTIALITY

Each Party acknowledges that it will be necessary for the other Party to disclose certain confidential and proprietary information to the receiving Party in order for the receiving Party to perform its duties under this Agreement. Each Party acknowledges that any disclosure of the other Party's confidential and proprietary information to any third party or any misuse of this proprietary or confidential information would irreparably harm the other Party. Accordingly, neither Party nor its respective employees, consultants, or agents, will disclose or use, either during or at any time after the term of the Agreement, any of the other Party's proprietary or confidential information without the other Party's prior written permission, except to the extent necessary to perform its own duties under this Agreement. Such proprietary or confidential information includes but is not limited to:

- a) The written, printed, graphic, or electronically recorded materials furnished by one Party for the other Party to use: business or marketing plans or strategies, customer lists, donor lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections published resources, pricing information.
- b) Information belonging to customers and suppliers of either Party about whom the other Party gains knowledge of as a result of the performance of this Agreement.
- c) Any written or tangible information stamped "confidential" or "proprietary" or with a similar legend, or any information that either Party makes reasonable efforts to maintain the secrecy of, including the terms of this Agreement.

Neither Party shall be restricted in using any material which is publicly available, known to the other Party without restriction, or which is rightfully obtained by either Party from other resources. Upon termination of this Agreement, DCCI shall deliver to CLIENT all materials in DCCI'S possession relating to CLIENT'S business. Both Parties' obligations to confidentiality and non-disclosure shall survive the term of this Agreement.

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10. COMPLIANCE WITH CONSUMER PROTECTION LAWS

- a) Both parties will comply with all state and federal solicitation, telemarketing, and consumer privacy laws.
- b) CLIENT shall purge from any lists it provides to DCCI, records of individuals who have previously requested to be added to CLIENT's "Do Not Call" list.
- c) DCCI is required by law to broadcast a telephone number on all outbound solicitations, which will be displayed in the donors' caller ID. CLIENT may choose to provide its own number or to have DCCI provide the number to be displayed.
- d) Each Party warrants compliance with all federal and state personal identity and data privacy laws, rules, and regulations including but not limited to Payment Card Industry Standards, and consumer protection acts.
- e) Subcontractors providing material assistance on any project or service directly or indirectly impacted by this Agreement shall, likewise, be contractually bound to compliance with all state and federal consumer protection laws, rules, and regulations.
- f) With its signature on this master agreement, CLIENT represents that it will only provide donor records containing cell phone numbers if it has received proper authorization to call said cell phone numbers.

11. LIMITS OF LIABILITY

- a) DCCI does not guarantee specific results unless specifically provided for in writing. CLIENT agrees that DCCI assumes no liability in the event a test campaign is not successful and/or does not meet expected objectives.
- b) DCCI liability for its failure to provide Services as specified hereunder shall be limited to "repair or replace" at DCCI'S option. Outbound telemarketing liability shall be limited to re-calling the list to correct data errors.
- c) All telemarketing scripts shall be pre-approved by CLIENT and DCCI assumes no liability in association with delivering client-approved scripting.
- b) In no event shall either Party be liable to the other Party, or any third party, under this Agreement or otherwise, for direct, consequential, exemplary, or special incidental or punitive damages (even if the Party has been advised of the possibility of such damages) including, without limitation: loss of revenue, anticipated profits, or lost business, except in accordance with the provisions of section 12 below.

12. INDEMNIFICATION

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- a) CLIENT agrees to indemnify and hold DCCI, its affiliates, and their respective officers, directors, employees, agents and representatives, and each of their respective successors and assigns (collectively, the "DCCI" Indemnities") harmless from all claims, losses, expenses, fees, (including attorney's fees) fines, costs, and judgments that may be asserted against DCCI that result from its failure to meet its obligations either specifically outlined in this agreement or in general, related to any and all laws and regulations related to charitable solicitation or from the negligent acts or omissions of CLIENT, or CLIENT'S employees or agents.
- b) DCCI agrees to indemnify and hold CLIENT, its affiliates, and their respective officers, directors, employees, agents and representatives, and each of their respective successors and assigns (collectively, the "CLIENT" Indemnities") harmless from all claims, losses, expenses, fees, (including attorney's fees) fines, costs, and judgments that may be asserted against CLIENT that result from its failure to meet its obligations either specifically outlined in this agreement or in general, related to any and all laws and regulations related to charitable solicitation or from the negligent acts or omissions of DCCI, or DCCI'S employees or agents.

13. USE OF CONSULTANTS OR SERVICE PROVIDERS

DCCI may at its sole discretion and expense, secure the services of outside consultants or service providers to assist in the development and/or execution of CLIENT'S Services. With respect to performance under this Agreement, DCCI will be liable for ensuring that such consultants and/or service providers are held subject to the same terms and conditions of this Agreement with respect to Confidentiality and the treatment of CLIENT'S intellectual property and rights.

14. INDEPENDENT PARTIES

DCCI is an independent contractor, and neither DCCI nor its employees or contract personnel are or will be deemed to be CLIENT employees, agents, representatives, partners, or joint ventures. In its capacity as an independent contractor, DCCI agrees and represents and CLIENT represents the following:

- a) Subject to the terms and conditions of this Agreement, DCCI has the right to perform services for others during the term of this Agreement; to control the means, manner, and method by which the Services will be performed; and to select the places and times where the Services will be performed.
- b) This Agreement does not create a partnership relationship between the Parties. Neither Party will be liable for any debts or other liabilities of the other Party. DCCI does not have authority to enter into contracts on behalf of CLIENT.
- c) CLIENT will not provide, hire, supervise, train, pay or cover any expenses for any DCCI personnel. Any services performed by DCCI are considered in this Agreement to be part of the Services and included in each reference thereof.

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- d) DCCI will be solely responsible for paying all taxes incurred while performing Services under this Agreement, including all applicable tax withholdings, income taxes, and self-employment taxes for DCCI and DCCI personnel.
- e) CLIENT will not provide any insurance, Workers' Compensation, or any other employee benefits for DCCI or DCCI personnel, including but not limited to pension, health, vacation pay, sick pay, or other benefit plan of CLIENT.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

- a) This Agreement shall be governed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.
- b) The parties pledge to make every reasonable effort to resolve any disputes/conflicts privately.
- c) Either party claiming a breach of this Agreement must provide a written Request to Resolve notice describing the nature of such claimed breach, and allow 10 (ten) days for resolution prior to issuing early termination notification. The party issuing the Request to Resolve is required to confirm resolution or serve written notice to the contrary. A Request to Resolve, left unresolved and accordingly confirmed is deemed as written notice of intent to terminate this Agreement.
- d) Any unresolved conflict or claim arising out of or relating to this Agreement, or the breach thereof, which the parties hereto are unable to resolve, shall be settled by binding arbitration in a mutually agreed upon location, administered by the American Arbitration Association under its "Commercial Arbitration Rules." If the parties cannot agree upon an arbitrator, then each party shall choose its own independent representative and those independent representatives shall, in turn, choose the single arbitrator within fifteen days of the date of the selection of the first independent representative. The decision and any award resulting from such arbitration will be final and binding. Both parties will equally share the fees of the arbitrator. The existence, or content or results of any proceedings under this section will be considered Confidential Information.


16. AGREEMENT CONSTRUCTION

All Parties to this Agreement and their counsel have reviewed and revised this Agreement, and the normal rule of construction that any ambiguities in this Agreement are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement by and between the Parties hereto, and all previous written and oral understandings are deemed merged herein. This Agreement shall not be altered, amended or modified except in writing and signed by each of the Parties hereto.

18. SEVERABILITY

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If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If for any reason, any provision of this Agreement is found to be invalid or unenforceable, but that by limiting such provision(s) it becomes enforceable, then such provision(s) are deemed written, construed, and enforced as so limited.

19. WAIVER OF CONTRACTUAL RIGHT

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. GEOGRAPHIC AREA

The rights granted herein shall be without geographical limitation, within the United States of America.

21. FORCE MAJEURE

The performance of this Agreement by either Party is subject to acts of God, war, terrorism, government regulations, disaster, fire, strikes, civil disorder, and curtailment of transportation facilities, failure of public utilities, or other similar causes beyond the control of the Parties making it inadvisable, illegal, or impossible for DCCI and/or CLIENT to perform under this Agreement. The Agreement may be terminated without penalty for any one or more of such reasons by written notice from one Party to the other, provided that both DCCI and CLIENT first make every reasonable effort to work out a mutually agreeable solution to the problems created by the Force Majeure event. If DCCI and CLIENT are unable to arrive at a mutually acceptable solution, then DCCI and/or CLIENT will have no liability hereunder for failure to fulfill its obligations for reasons beyond its control. In such case, CLIENT will only be obligated to reimburse DCCI for expenses incurred for Services already rendered.


Further, the parties agree that the CLIENT may discontinue any programs given that the results of said program do not warrant continuing. In the event that DCCI guarantees performance on a program (such as a guarantee of breakeven), DCCI reserves the right to discontinue calling if results do not warrant continuation.

22. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of each respective Party's successors or assigns.

23. AUTHORIZATION

The person executing this Agreement on behalf of each of the Parties hereby warrants that he/she is duly authorized to execute this Agreement on behalf of such Party. This Agreement

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and any dependent Statements of Work are null and void in the absence of executing signature by a binding officer of each Party.

24. AMENDMENT

This Agreement may be modified or amended only by written agreement signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth below.

**Christian Advocates Serving
Evangelism, Inc.**

By: Jay Alan Sekulow
Its: Jay Alan Sekulow Chief Counsel
Dated this 10th day of April, 2017 President

**Christian Advocates Serving
Evangelism, Inc.**

By: [Signature]
Its: Gary Sekulow
Dated this 31st day of March, 2017

Donor Care Center, Inc.

By: Mary Steenrod
Its: Treasurer
Dated this 1 day of May, 2017

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CONTRACT ADDENDUM

This addendum to the Master Service Agreement is made and entered into this June 1, 2017, by and between Donor Care Center, Inc., (hereinafter referred to as "DCCI") and Christian Advocates Serving Evangelism, Inc. dba The American Center for Law and Justice, a non-profit corporation (hereinafter referred to as "CLIENT").

WHEREAS, DCCI and CLIENT are parties to a Master Service Agreement dated June 1, 2017, for the conduct of a public awareness and education campaign for and on behalf of CLIENT; and

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

WITNESSETH

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

1. The main Agreement between DCCI and CLIENT is **not a percentage-based agreement** and the following language is provided only for purposes of complying with the contract disclosure requirements of the states set forth below. DCCI is to be paid a fixed fee per hour or contact as set forth in the main Agreement and said compensation provisions shall be controlling. As outlined in the main Agreement, CLIENT exercises control and approval over the content and frequency of all solicitations. At no time will DCCI have custody of the funds or access to the bank accounts. Funds raised shall support The American Center for Law and Justice and its globally affiliated organizations are committed to ensuring the ongoing viability of freedom and liberty in the United States and around the world.

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

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

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

This contract is not a percentage-based contract. However, it is estimated that CLIENT shall receive a **minimum** of point zero five percent (0.05%) of gross revenue. This is an estimated **minimum** percentage based upon the estimated number of contacts, average pledge fulfillment and experience of similar campaigns. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged. For purposes of the state of Ohio; CLIENT is guaranteed a percentage of the gross revenue which is not less than ninety percent (90%) of the estimated percentage. For the purpose of the state of Wisconsin, CLIENT is guaranteed a percentage of the gross revenue which is no less than the reasonable estimate less 10 percent (10%) of the gross revenue.

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

CLIENT shall receive as a result of this solicitation campaign **minimum** point zero five percent (0.05%) and DCCI shall receive an estimated ninety-nine point ninety five percent (99.95%) of all funds raised. The amount going to DCCI is estimated percentage based upon previous experience of similar campaigns conducted by DCCI. 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 that following sections:

Solicitation activity is to commence on June 1, 2017 within the State of California or ten (10) working days after receipt of the Agreement by the Attorney General. Each contribution in the control or custody of DCCI shall, within five (5) working days of receipt, be deposited in an account at a bank or other federally insured financial institution that is solely in the name of CLIENT and over which CLIENT has sole control of withdrawals.

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

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

- e. For the purposes of the states of Alaska, Illinois , Massachusetts and Oregon only, the contract shall be modified to add the following section:

DCCI shall be authorized by CLIENT to conduct solicitations on a nationwide basis during the term of this agreement, DCCI projects \$120,000.00 in gross revenue to be raised from this campaign, DCCI estimates expenses related to the campaign to be \$60,000.00 The estimated figures are based upon experience of similar campaigns conducted by DCCI. This shall not affect any of the other terms including compensation as set out in the main Agreement. The books and records of fundraising activities shall be kept at the address of DCCI as provided in the main Agreement.

- f. For purposes of the State of Arkansas only, the following shall apply:

The names and addresses of all persons making contributions to CLIENT and the amounts thereof shall be delivered to CLIENT at the request of CLIENT and at any reasonable time.

- g. For purpose of the State of Connecticut only, the following shall apply:

Notwithstanding other compensation provisions in the Agreement, CLIENT shall receive as a result of this solicitation campaign, a minimum guarantee of point zero five percent (0.05%) of gross revenue.

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

Services shall commence with respect to solicitation in Hawaii of contributions for CLIENT on June 1, 2017.

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

The average percentage of gross contributions received by sponsoring organizations as a result of campaigns conducted by DCCI in the three years preceding this agreement is 25.18%. At least every 90 days DCCI shall provide CLIENT with access to and use of information concerning contributors, including name, address and telephone number of each contributor and the date and amount of each contribution.

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

Solicitation activity is to commence on June 1, 2017 within the State of Mississippi or ten working days after the contract is received by the Office of the Secretary of State.

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

Solicitation activity and the contract will terminate on May 31, 2018 within the State of Mississippi.

- k. For the purposes of the States of Oregon and New Hampshire, the following shall apply:

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

- l. For the purposes of the State of New York only, the contract shall be modified to add the following section:

Contract will commence on June 1, 2017 within the state of New York.

Client's right to cancel this contract. It is understood by both parties that CLIENT has the right under New York State law to cancel this contract and that CLIENT does not have to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the

parties. Therefore, CLIENT may cancel this contract without cost, penalty or liability if CLIENT notifies DCCI in writing as provided below.

Period under which contract may be canceled. If DCCI is registered with the New York State Office of the Attorney General Charities Bureau CLIENT may cancel this contract at any time up to and including the fifteenth day after this contract was filed by DCCI with the New York State Office of the Attorney General, Charities Bureau. If, however, DCCI is not registered with the New York State Office of the Attorney General, Charities Bureau at the time this contract is signed, CLIENT may cancel at any time after it is signed.

Procedure for canceling this contract. CLIENT may cancel this contract by giving DCCI written notice of cancellation. This notice can be in the form of a letter indicating that the charitable organization does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to DCCI. If mailed, it must be sent to the following address: 480 West Tuscarawas Avenue, Suite 305, Barberton, OH 44203.

CLIENT must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

Charities Bureau
Office of the Attorney General
The Capitol
Albany, NY 12224

When Cancellation is effective. If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to DCCI. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailbox.

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

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

Percentage to Professional Solicitor. CLIENT agrees that DCCI shall be compensated pursuant to the terms of the agreement, which is estimated to be ninety-nine point ninety five percent (99.95%) of gross revenue. This estimated percentage is based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry

standards. This shall not affect or alter compensation provisions as listed in the main Agreement.

Solicitation activity is to commence on June 1, 2017 within the Commonwealth of Pennsylvania or ten working days after the Solicitation Notice is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Solicitations.

Solicitation activity and the contract will terminate on May 31, 2018 within the Commonwealth of Pennsylvania, unless otherwise extended pursuant to the terms of the main Agreement.

- n. For the purpose of the State of South Carolina only, the following shall apply:

Any list provided by CLIENT of the names, postal addresses, telephone numbers, email addresses, and the dates and amounts of each donation, of each contributor to a solicitation campaign organized pursuant to chapter 56 is the property of CLIENT. DCCI shall maintain this list throughout the duration of the solicitation campaign until the list is transferred to CLIENT as required by chapter 56 and will not withhold the list from CLIENT, restrict any use of the list by CLIENT, transfer possession or control of the list, permit the use of the list by any person not so authorized by CLIENT or use the list for the benefit of any person other than CLIENT, without the explicit written consent of CLIENT.

- o. For the purposes of the State of Tennessee the following shall apply:

DCCI shall not receive donations on behalf of CLIENT, 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, CLIENT's bank accounts.

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

Chapter 63 or Title 9 of the Vermont Statutes Annotated requires DCCI to provide CLIENT, within sixth (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.

DCCI shall not restrict in any way the use by CLIENT of the list of donors to the campaign.

- q. For purposes of the state of Oregon only the Agreement shall be amended as follows:

Effective immediately its term shall commence on June 1, 2017 and terminate on May 31, 2018 (contract cannot exceed 2 years) with the ability to further extend the term upon agreement of the parties.

- 2. In all other respects not specifically modified herein the existing agreement dated June 1, 2017 shall remain in full force and effect. A copy of said Agreement is attached hereto and incorporated herein by this reference.

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

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

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

AGREED AND ACCEPTED:

DONOR CARE CENTER, INC.

**Christian Advocates Serving
Evangelism, Inc.**

BY:

Mary Steenrod

Mary Steenrod, Treasure
Printed Name and Title

5/1/17

Dated

BY:

Wshh

Gary Sekulow CFO/COO
Printed Name and Title

3-31-17

Dated

BY:

Jay Alan Sekulow

Jay Alan Sekulow Chief Counsel /
Printed Name and Title Preside

4-6-17

Dated

INTRODUCTION:

Hello, may I speak to [DONOR'S TITLE, LAST NAME]?

IF WHO'S CALLING: This is <FULL NAME> and I'm calling on behalf of ACLJ. May I please speak to [him/her]?

IF NOT AVAILABLE: (QUALIFY THE SPOUSE) OKAY, ARE YOU ALSO A SUPPORTER OF THE AMERICAN CENTER FOR LAW AND JUSTICE?

IF YES: Continue to First Request

IF NO: Okay, we'll call him/her back at another time. Thank you! (Code as Call Back)

PRO-LIFE SCRIPT

1ST PRESENTATION

Mr/Mrs _____, my name is [FULL NAME] a paid caller from Donor Care Center, Inc. @ www.donorcarecenter.com, calling on a recorded line for Jay Sekulow and the American Center for Law and Justice @ 800-296-4529. Jay wanted me to thank you for your past support and give you an update on our new fight against Planned Parenthood! I'll be very brief!

Planned Parenthood was just referred for criminal prosecution by both the House and Senate after being caught selling aborted babies body parts for profit! It's sickening! 900 babies a day are slaughtered by the abortion giant – literally two babies will be murdered as we speak today! That's why we're engaged in the biggest pro-life litigation in America – in multiple federal courts.

Mr/Mrs _____, we must have a war chest in place to go up against Planned Parenthood's massive budge, including half-a-billion dollars of taxpayer funds. To help in these fights, we've been offered a \$1.5 Million Dollar Matching Challenge. Can Jay count on you in this fight for life with a tax-deductible gift of \$XXX or \$XXX, which will be doubled through the match?

YES: Go to YES CLOSE

NO: GO to SECOND REQUEST

MAYBE: Go to MAYBE CLOSE

I DON'T GIVE OVER THE PHONE/SEND ME A LETTER/NOT TODAY

I understand, Mr(s) _____, and we're not asking for anything today. And I can send you a letter in the mail. I just need to take a moment and confirm we have your name and address correct in our records.

We have you listed as [DONOR'S TITLE, FIRST NAME & LAST NAME]. Is that correct?

I have your address as [READ BACK DONORS FULL ADDRESS]. Is that right?

Great! Mr/Mrs _____, everyday Christians and children are living in fear for their lives. Could

you help with a gift like you did last time of LAST dollars?

YES: Thank you! Just to confirm, that was a generous gift of \$XX. Is that correct? (Pause)
Now I know you said you preferred a letter, but to keep our administrative costs down and ensure more of your money goes to the fight, I'm also set up to process your gift with a credit or debit card today. Which card would you like to use?

If Yes: Go to Credit Card Close

If No: Close for Pledge

EMAIL: Mr./Mrs., would you like to receive email updates from Jay and the ACLJ regarding our work?

IF YES: Great! And what is your email address? [COLLECT ADDRESS & REPEAT BACK]

IF NO: Not a problem,

Cell Phone: While I have you on the phone do you have an alternate phone number that you would like to provide so that we can reach you in the future.

If Yes: Great! And what is that number? [COLLECT NUMBER & REPEAT BACK] Thank you Mr./Mrs. ____ and for our record do we have permission to contact you on this number using an automated dialer?(Select on screen) Mr/Mrs____ , thank you for your generous support. God bless you and have a great day!

If No: Thank you Mr./Mrs. ____ for your generous support. God bless you and have a great day!

NO/MAYBE/AMOUNT TOO HIGH: Thank you again for your support.

EMAIL: Mr./Mrs., would you like to receive email updates from Jay and the ACLJ regarding our work?

IF YES: Great! And what is your email address? [COLLECT ADDRESS & REPEAT BACK]

IF NO: Not a problem,

Cell Phone: While I have you on the phone do you have an alternate phone number that you would like to provide so that we can reach you in the future.

If Yes: Great! And what is that number? [COLLECT NUMBER & REPEAT BACK] Thank you Mr./Mrs. ____ and do we have your consent to use an automated telephone dialing system / automated technology to call you at ####-###-####?

(Select on screen) Mr/Mrs____ , thank you for your generous support.

If No: Thank you Mr./Mrs. ____ for your generous support.

Have a wonderful day! Good bye! (Code MAYBE)

**INTERRUPTION (in first request only): Doesn't give over the phone
/Won't donate today**

I understand Mr(s) _____, **we're not asking for anything today, but if I sent you a letter could you help with a gift of \$____ or \$____?**

YES: Thank you! Just to confirm, that was a generous gift of \$XX. Is that correct? (Pause)
Now I know you said you preferred a letter, but to keep our administrative costs down and ensure more of your money goes to the fight I'm also set up to process your gift with a credit or debit card today. Which card would you like to use?

If Yes: Go to Credit Card Close

If No: Close for Pledge

No, too much money: Go to second request

NO: Go to Close for no

MAYBE: Go to MAYBE/SEND ME A LETTER

LETTER OBJECTIONS

I ALREADY WROTE MY CHECK OUT/ I HAVE A CHECK WRITTEN:

That's great to hear, and we appreciate all of your support. Have a great day/evening!

I HAVE A LETTER:

That's great to hear! So we can plan our budget and get that gift in the system, what amount were you planning to give?

If NO or NO AMOUNT IS GIVEN: Close for No

IF AMOUNT GIVEN: Thank you so much! Just to confirm, that was a generous \$XX gift, correct? (Wait for response) , Which credit or debit card will you be using today/tonight we accept Visa, Master Card, American Express or Discover?

IF NO TO CREDIT CARD: Go to Pledge Close

I'M GIVING THROUGH A LETTER I HAVE

That's great! For your convenience, I can process your gift with a credit card for you today. What amount were you planning on giving?

IF YES: Go to Credit Card Close

IF NO: Code as refusal (giving through mail/online)

NOTE: Communicator MUST get an amount and a yes to letter/credit card to disposition as an accept. Without both, code as no.

GIVING ONLINE

That's great! For your convenience, I can process your gift with a credit card for you today.
What amount were you planning on giving?

IF YES: Go to Credit Card Close

IF NO: Code as refusal (giving through mail/online)

PRO-LIFE SCRIPT**2ND PRESENTATION**

I understand, Mr/Mrs _____, many people are helping with smaller amounts as well because we must be the voice for the unborn.

With a new Administration and Congress, THIS IS OUR MOMENT TO SAVE LIVES! We are mounting a massive campaign to repeal and replace ObamaCare, and we're working in Congress to defund Planned Parenthood and CUT the half a billion a year it receives in our taxpayer dollars! We are 100% committed to these children who cannot speak for themselves, but we cannot do it without your support! Can Jay count on you for a smaller, but just as important gift of \$XXX or \$XXX, which will also be doubled?

YES: Go to YES CLOSE

NO: Go to THIRD REQUEST

MAYBE: Go to MAYBE CLOSE

PRO-LIFE THIRD REQUEST

Mr/Mrs _____, I understand that's a lot. But it sounds like you'd like to help. Is there any amount at all you could help with, no matter how small, as every gift helps! It would really make a difference in these critical battles and would be doubled by the matching challenge!

YES: Go to YES CLOSE

NO: Go to NO CLOSE

YES CLOSE PREVIOUS CREDIT CARD

Thank you so much for the @@DollarAmount@@ gift! It's the support of friends like you that make it possible for Jay to fight for our religious and constitutional freedoms. I see you have previously used a credit card. Which credit card will you be using today/tonight?

GIFTS \$10 AND UNDER CREDIT CARD 2ND REQUEST:

Again Thank you so much for the @@DollarAmount@@ gift! To ensure your gift is doubled, and we're able to cost effectively put your gift to work right away, which credit card will you be using today/tonight?

ONLY IF DONOR SPECIFICALLY REQUESTED A LETTER:

Now I know you said you preferred a letter, but to keep our administrative costs down and ensure more of your money goes to the fight, I'm also set up to process your gift with a credit or debit card today. Which card would you like to use?

IF DOESN'T USE CREDIT CARDS DUE TO A SECURITY REASON/FRAUD:

I can certainly understand your hesitation Mr.(s) @@LastName@@. I did want to assure you that with all of the credit card laws out there, you're actually very well-protected. You can even call the toll free number on the back of your card and verify that \$@@DollarAmount@@ gift was deducted by The American Center for Law and Justice. You'll also receive a thank you letter in the next couple of days confirming your gift. With that being said, could you make your gift on a credit or debit card today?

YES CLOSE NO PREVIOUS CC

Thank you so much for the \$@@DollarAmount@@ gift! It's the support of friends like you that make it possible for Jay to fight for our religious and constitutional freedoms. Which credit card will you be using today/tonight?

GIFTS \$10 AND UNDER CREDIT CARD 2ND REQUEST:

Again Thank you so much for the @@DollarAmount@@ gift! To ensure your gift is doubled, and we're able to cost effectively put your gift to work right away, which credit card will you be using today/tonight?

ONLY IF DONOR SPECIFICALLY REQUESTED A LETTER:

Now I know you said you preferred a letter, but to keep our administrative costs down and ensure more of your money goes to the fight, I'm also set up to process your gift with a credit or debit card today. Which card would you like to use?

IF DOESN'T USE CREDIT CARDS DUE TO A SECURITY REASON/FRAUD:

I can certainly understand your hesitation Mr.(s) @@LastName@@. I did want to assure you that with all of the credit card laws out there, you're actually very well-protected. You can even call the toll free number on the back of your card and verify that \$@@DollarAmount@@ gift was deducted by The American Center for Law and Justice. You'll also receive a thank you letter in the next couple of days confirming your gift. With that being said, could you make your gift on a credit or debit card today?

IF YES:

(FL) "Thank you so much for your gift! I'm going to transfer you to one of our credit card validators and they can process your credit card donation/check by phone donation, ok?

IF YES: Great! Please hold and I'll get a validator on the line. (NOTE TO COMMUNICATOR: Mute call and request assistance from a Supervisor or Manager)
IF NO / WHY CAN'T YOU PROCESS THE DONATION?: I apologize, but our Credit Card Validators are required to process credit card donations/check-by-phone donations.

I'll get one on the line now, ok?

ONLY IF PRESSED FURTHER: The state of Florida requires that professional solicitors are fingerprinted when requesting personal financial information. Since we abide by all state and federal guidelines, we have a team of credit card validators who have been fingerprinted and their information has been submitted to the state.

NOT FL: Great! I'll just wait while you get your card. Could you please read me your credit card number? Let me just read that number back to you to confirm. I have (repeat credit card number). Is that right? And the expiration date? And, what is the name exactly as it appears on the card? (**Optional:** And the 3 or 4 digit code on the back of the card – **AMEX REQUIRES 4 DIGITS**). Just to confirm, that was a generous gift of \$XX. Is that correct? (Pause for Response)

Finally, I just need to take a moment and confirm we have your name and address correct in our records. We have you listed as [DONOR'S TITLE, FIRST NAME & LAST NAME]. Is that correct? I have your address as [READ BACK DONORS FULL ADDRESS]. Is that right?

IF NO: The only reason we ask is giving your gift on a credit card ensures more of your gift is going toward **the fight** and puts your gift to work IMMEDIATELY. With that in mind, would you reconsider putting your gift on a credit card?

IF YES: Go To Credit Card Close

IF SEND LETTER: I'd be happy to send you a letter. You'll recognize it because it will have a GOLD telephone stamped on the envelope. Just to confirm, that was a generous gift of \$XX. Is that correct? (Pause for Response)

Finally, I just need to take a moment and confirm we have your name and address correct in our records. We have you listed as [DONOR'S TITLE, FIRST NAME & LAST NAME]. Is that correct? I have your address as [READ BACK DONORS FULL ADDRESS]. Is that right?

OPTIONAL EMAIL CAPTURE: One more thing Mr/Mrs _____, can I get your email address so we can keep you updated on our work?

IF YES: Great! And what is your email address? [COLLECT ADDRESS & REPEAT BACK]

Cell Phone: While I have you on the phone do you have an alternate phone number that you would like to provide so that we can reach you in the future.

If Yes: If Yes: Great! And what is that number? [COLLECT NUMBER & REPEAT BACK] Thank you Mr./Mrs. ____ and for our record do we have permission to contact you on this number using an automated dialer?(Select on screen) Mr/Mrs____ , thank you for your generous support.

If No: Thank you Mr./Mrs. ____ for your generous support. God bless you and have a great day!

IF NO: Not a problem

Cell Phone: While I have you on the phone do you have an alternate phone number that you would like to provide so that we can reach you in the future.

If Yes: If Yes: Great! And what is that number? [COLLECT NUMBER & REPEAT BACK] Thank you Mr./Mrs. ____ and for our record do we have permission to contact you on this number using an automated dialer?(Select on screen) Mr/Mrs____ , thank you for your generous support.

If No: Thank you Mr./Mrs. ____ for your generous support. God bless you and have a great day!

NO CLOSE

We understand Mr(s)_____, we want to thank you for all of your previous support and taking the time to speak with me. Have a wonderful day! Good bye!

MAYBE CLOSE/SEND ME A LETTER/YES TO LETTER

Thank you, Mr(s)_____, We're glad to hear you'll try and help us out. We'll send you a letter right away. You'll recognize it because it'll have a **GOLD** phone stamped on the envelope. You can use the return envelope enclosed if you decide to help.

I just need to take a quick moment to make sure we have your name and address correct in our records.

We have you listed as [DONOR'S TITLE, FIRST NAME & LAST NAME]. Is that correct?

I have your address as [READ BACK DONORS FULL ADDRESS]. Is that right?

*****NOT TO BE USED AS A FOURTH REQUEST *****

Mr(s)_____, and just so we have an idea of what will be coming in through the mail, could you help with \$XX? And if you're able to send more, that would great.

IF YES: That's great Mr(s)_____.! Thanks so much for that \$XX gift.

Now I know you said you preferred a letter, but to keep our administrative costs down and ensure more of your money goes to the fight I'm also set up to process your gift with a credit or debit card today. Which card would you like to use?

IF YES: Go To Credit Card Close

IF NO: That's fine. Just to confirm, that was a generous gift of \$XX. Is that correct? (Pause for response) Please be looking for our letter with the **GOLD** telephone stamp in the next couple of days.

IF NO, STILL WON'T SPECIFY AMOUNT: Okay, Mr(s)_____. We'll just send you that letter.

Please be looking for our letter with the **GOLD** telephone stamp in the next couple of days. Thank you for taking the time to speak with me today. Goodbye! (CODE AS MAYBE)

OPTIONAL EMAIL CAPTURE: Mr/Mrs___ would you like to receive news and updates through email?

IF YES: Great and what your email address? [COLLECT ADDRESS & REPEAT BACK]

Cell Phone: While I have you on the phone do you have an alternate phone number that you would like to provide so that we can reach you in the future.

If Yes: If Yes: Great! And what is that number? [COLLECT NUMBER & REPEAT BACK] Thank you Mr./Mrs. ___ and for our record do we have permission to contact you on this number using an automated dialer?(Select on screen) Mr/Mrs___, thank you for your generous support.

If No: Thank you Mr./Mrs. ___ for your generous support. God bless you and have a great day!

IF NO: Not a problem, thanks speaking with me today. Goodbye

I ALREADY ADDED MY NAME TO THE DO NOT CALL LIST: I apologize Mr/Mrs. ___, I was not aware of that. We will check your record in the database and ensure it is flagged so you do not receive any additional calls from the ACLJ. I apologize, and have a great day!

RECENTLY GAVE

Thank you so much for that gift! We appreciate all of your help. Good bye!

DON'T KNOW THE ANSWER TO A QUESTION.

That is an excellent question and I wouldn't want to give you wrong information. So let me give you the phone number to the ACLJ's Donor Services department and they can connect you to someone who would know more about that. Are you ready for that number? It's **800-342-2255**.

HOW MUCH MONEY GOES TOWARDS THIS PROJECT/FUNDRAISING?

That's a great question, Mr/Mrs_____. Are you asking for the ACLJ's OVERALL fundraising percentages or the specific cost for this phone call?

If overall fundraising percentages:

Overall, fundraising costs for the ACLJ average about 10%. However, our fundraising efforts are designed to educate the public about the issues as well as raise support. *Return to script unless person presses for more information. If they do, respond:* That's fine, Mr/Mrs_____, I can give you a phone number and you are welcome to call a staff person who can provide you with that type of information or I can make a note of your request and have that information sent to you.

If cost of phone call:

We do not charge the ACLJ a percentage of what they raise. We charge a flat fee for our services. In this case, the cost to the ACLJ is roughly \$3.50 for every phone call we make - that even includes the long distance and the cost of the postage to mail out the pledge letter. So it doesn't matter if you donate \$20 or \$200, our fee for making the call stays the same.

If Donor asks for an estimate of the percentage of their gift that will go toward fundraising on this program:

Overall, fundraising costs for the ACLJ average about 10%. I do not have a specific breakdown for this specific program. I can give you a phone number and you are welcome to talk with the Donor Services Department, which can provide you with that type of information. That number is 1-800-296-4529.

*****CLIENT SPECIFIC OBJECTION RESPONSES*****

WHAT ARE YOU DOING ABOUT THE GUN CONTROL ISSUE?

Mr(s)_____ we couldn't agree with you more on that critical issue, and right now ACLJ is working on stopping President Obama's executive overreach, as well as defending Christians from genocide and protecting the unborn. And that's why we need your support. (transition back to presentation)

WHAT ARE YOU DOING WITH THE MONEY RAISED?

As you may know a legal battle can be costly; from court costs to creating awareness and educating the public; but with as much as the ACLJ does and provides, they never charge for the work they do. That's why your support is so important! (RETURN TO POINT OF INTERRUPTION)

HOW IS THE MONEY USED?

That is a great question Mr/Mrs _____. As you may know a legal battle can be costly; from court costs to creating awareness and educating the public; but with as much as the ACLJ does and provides, they never charge for the work they do. That's why your support is so important! (RETURN TO POINT OF INTERRUPTION)

WHO IS THE PRESIDENT OF THE ACLJ?

Jay Sekulow is the Chief Counsel of the ACLJ.

INTERNET OBJECTION

Mr(s) _____, I understand, but I can assure you that giving over the phone is just as safe as giving over the Internet, if not safer. In addition to the safety, by giving over the phone today, your gift will literally go to work immediately. (Return to point of interruption)

NEVER HEARD OF JAY SEKULOW/WHO IS THE ACLJ?

Mr(s) _____, The American Center for Law and Justice is basically the anti-ACLU and Jay Sekulow is the Chief Counsel of the American Center for Law and Justice. He's argued before the Supreme Court of the United States 12 times. He never charges for his services, and he is our best shot at protecting our religious freedom in the nation today. (Return to point of interruption)

Once any of these objections are made and the person still responds "NO" do not go to another presentation, go to NO.

I ONLY GIVE ONCE A YEAR!

I can certainly understand that, Mr/Mrs _____. But if there were ever a time to stand with us, it's now; and we wanted to make sure you were aware of the efforts to undermine our traditional Christian values.

Would you consider a special, extra gift to work for these critical fights? Every gift will make a huge difference!

I GIVE THROUGH MY CHURCH

I understand Mr/Mrs _____ we do not want to take anything away from the church. The ACLJ wants you to support your local church first. Many people have shared with us similar commitments, but thankfully, many are helping with smaller gifts because every little bit will make a difference in our efforts. Could you help us with a small gift of even \$20 or \$25 in the next two or three weeks?

I'M RETIRED/ON A FIXED INCOME WITH NO EXTRA MONEY

I can certainly understand how that would make it difficult for you to share a gift like that right now. And we don't ever want to put you in a financial bind. Could you possibly make a small sacrificial gift of even \$20 within the next three weeks? If not, I understand.

I HAVE NO MONEY!" - "I'M UNEMPLOYED!

I'm sorry -- I didn't know that Mr(s) _____. I can certainly understand how being unemployed/having limited funds would make it EXTREMELY DIFFICULT to help with a gift right now. And we don't ever want to put you in a financial bind. Could you possibly make a small sacrificial gift of even \$20 within the next three weeks? If not, I understand.

I DON'T GIVE OVER THE PHONE/DON'T LIKE PHONE CALLS

I can certainly understand Mr(s) _____. However, these issues are so important that we hoped you would be able to help us today. Let me ask you this, can we continue to call you in the future, to update you on important projects, or would you like us to put you on our Do Not Call list?

IF "YES": Thank you for your time, Mr(s) _____. You shouldn't receive any further calls from the ACLJ. Goodbye!

IF "NO": That's great, we want to keep you updated. Now, if you'd like, I can send you out a letter tomorrow with some more information. If you decide to help after reading it, you'll have a return envelope. Can I get that out to you? *(If "NO" go to NO, if "YES" go to MAYBE)*

****STANDARD OBJECTION RESPONSES****

I HAVE A PRAYER REQUEST/NEED

We'd be happy to pray over your need, Mr(s) _____. I will be passing it on to ACLJ's prayer team. [RECORD PRAYER REQUEST] *Return to point of interruption.*

SEND ME FINANCIAL INFORMATION

Mr(s) ___, I'll pass this on to our Donor Services Department. They'll be able to get a financial statement out to you right away. [RECORD FS IN COMMENTS] *Return to point of interruption.*

WHERE ARE YOU CALLING FROM/WHO ARE YOU/DO YOU WORK FOR ACLJ?

I work for Donor Care Center in Barberton/Minerva, Ohio/Spindale, North Carolina. We are a call center that specializes in helping organizations like ACLJ communicate with their donors. We work with ACLJ because we are absolutely committed to their cause. *Return to point of interruption.*

WHY DO YOU USE PAID CALLERS?

Well, this program raises funds which allow ACLJ to continue to **the fight**. ACLJ simply doesn't have the staff to make these calls. So, because of the immediate need, ACLJ has asked us to assist them. *Return to point of interruption.*

DONOR IS DECEASED

I'm so sorry to hear that. I will update our records. Let me ask you, are you also a supporter of ACLJ and if so, do you still want to receive updates?

IF YES: That's great. I'll make the change to your information so you'll receive the information going forward. [CODE DS OR DR IN COMMENTS] *Return to the point of interruption.*

IF NO: That is no problem. I will make a note to your record so you no longer receive information from us. [CODE DS OR DR IN COMMENTS AS WELL AS REMOVE FROM ALL CLIENT LISTS] Take care.

I WANT TO RECEIVE FEWER MAILINGS FROM ACLJ.

That's no problem. I can take care of that for you now. It can take up to thirty days for our records to update. **Note to Communicate: Code LM to Limit Mailings or LS to Stop Mailings** *Return to the point of interruption.*

OR

I apologize and thank you for sharing that concern with me. I'd be more than happy to limit your mail if you prefer (add LM or LS code only if donor asks). I also wanted to let you know that mailing our supporters is actually very cost effective and allows us to reach more people around the country. And while there are donation options in our mail pieces, we don't expect you to give every time you're asked. A lot of the mailings are intended to be informational and keep you updated on our programs throughout the year since I know you share our concern. *Return to the point of interruption*

PUT ME ON YOUR DO NOT CALL LIST/I DON'T WANT TO GET ANY MORE CALLS/TAKE ME OFF YOUR CALLING LIST.

Mr(s)____, please excuse this call. I will arrange to have your name removed from the calling list immediately. God bless you. Goodbye. [CODE CLIENT DNC]

PLEASE DON'T CALL ME FOR ANY CHARITIES AGAIN/I DON'T WANT TO GET ANY MORE PHONE CALLS FROM DONOR CARE CENTER [They specify they don't want calls from DCCI].

Mr(s)____, I will take care of that. I'll arrange to have your name removed from all of our client lists immediately. God bless you. Goodbye. [CODE DCCI DNC]

I ALREADY TOLD YOU NOT TO CALL ME ANYMORE

Mr(s)____, your name must have been given to me by mistake. I will make sure your name is added to our Do not Call list. God bless you. Goodbye. [CODE CLIENT DNC]

HOW DID YOU GET MY NUMBER?

We're calling friends who have supported the ACLJ and are committed to protecting the lives of the unborn.

I'M ON THE 'DO NOT CALL' LIST, WHY ARE YOU CALLING ME?

Mr(s) _____, it's our company's policy to fully comply with all do-not-call laws that apply to us. However, most **non-profit** organizations are exempt. If you would like, I could put you on **ACLJ** "do not call" list.

IF YES: No problem. I will have your name added. Please excuse the call. God bless you. Good bye. [CODE CLIENT DNC]

IF NO: *Return to point of interruption*

COULD YOU PLEASE SEND ME A COPY OF YOUR 'DO NOT CALL' POLICY?

Mr(s)_____, I'd be happy to send a copy of our "do-not-call" policy to you. Please let me confirm your address. We have it as (verify address). **[Capture Request]** Thank you and God bless you. Goodbye.

IS THIS CALL BEING RECORDED?

We only record calls in those states which do not require two-party consent. *Return to point of interruption. If asked if this specific call is being recorded:* I do not have a list of the two-party consent states but again, we only record calls in those states which do not require two-party consent. *Return to point of interruption.*

I'M AN EMPLOYEE OF / WORK FOR ACLJ

I apologize Mr(s)_____, I wasn't aware. Thank you so much for all that you do! Would you like me to add your phone number to our Do Not Call List?

IF YES: Ok I'll get you added right away (NOTE TO COMMUNICATOR: Add donor to DNC list). Thank you again and have a great day/evening!

IF NO: Ok no problem. Thank you again and have a great day/evening!

American Center for Law and Justice
P.O. Box 90555
Washington, DC 20090-0555
1-800-296-4529
www.aclj.org

May 1, 2017

«Fullname»
«Address1»
«Address2»
«CityStZip»

Dear «Salutation»,

Thank you for speaking with «TSRName» on the phone, and for your generous consideration of a gift, which will allow us to continue protecting precious unborn babies.

As «TSRName» explained, this could be a defining moment in the battle for life—with crucial pro-life cases and issues on the line that will impact generations to come!

We are mounting a massive campaign to repeal and replace ObamaCare. Our Government Affairs team is working in Congress to defund Planned Parenthood and CUT the abortion giant's half-billion a year it receives in taxpayer dollars. And, our major lawsuits, *National Abortion Federation v. Center for Medical Progress* and *Planned Parenthood v. Center for Medical Progress*, are moving forward. We're fighting for the right to expose the gruesome truth about the abortion industry!

«Salutation», with a new Administration and Congress, **THIS IS OUR MOMENT TO SAVE LIVES!** To help in these fights, we've been offered a \$1.5 Million **SEIZE THE MOMENT** Matching Challenge. Would you please mail your generous gift today? Your exceptional support and faithful prayers will make a critical difference. Thank you!

Yours for freedom,



Jay Alan Sekulow
Chief Counsel

P.S. In going up against Planned Parenthood's billion-dollar budget, we must have a war chest in place! We are 100% committed to these children who cannot speak for themselves, but we cannot do it without your support! **Will you please send your gift right away?** Thank you!

P.P.S. Your support as a member of the American Center for Law and Justice, based in Washington, D.C., allows us to continue protecting life and liberty. If you know of any liberties being threatened, contact us at (757) 226-2489. For updates on our work, listen to *Jay Sekulow Live!* Visit www.aclj.org for station listings or to listen online.

«StateDisclaimer»

Christian Advocates Serving Evangelism, Inc.
d/b/a American Center for Law and Justice, P.O. Box 450349, Atlanta, GA 31145-0349 757-802-9160

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How Contributions Are Allocated Between Christian Advocates Serving Evangelism, Inc. dba American Center for Law and Justice and Donor Care Center, Inc.

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.atg.state.vt.us>.

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The following must appear on the front of the materials sent via mail relative to Virginia fund raising and must be made in not less than 10 point **BOLD** type-face on a portion retained by the potential donor: Virginia: The professional solicitor conducting this campaign (Donor Care Center, Inc.), files a financial report for each campaign it conducts. Copies of these financial reports are available from the Virginia Office of Consumer Affairs, P.O. Box 1163, Richmond, VA 23218; 1-804-786-1343.