

AGREEMENT

This Agreement ("Agreement") is made this 18 day of July, 2000, effective July 1, 1999 by and among Fax.com, Inc., located at 120 Columbia, Suite 500, Aliso Viejo, CA 92656 (hereinafter "Fax.com") and Joseph A. Garson ("Garson") and Keith Marz ("Marz").

WHEREAS Fax.com is in the business of providing facsimile marketing and broadcast services, including the placement of computers for the purposes of acquiring facsimile numbers for their nationwide database; and

WHEREAS Garson and Marz have been working as independent contractors to assist in the placement of such computers; and

WHEREAS Fax.com and Garson and Marz wish to enter into this Agreement in accordance with the below stated terms;

NOW THEREFORE, intending to be legally bound hereby and for valid and good consideration, including the mutual promises contained herein, Fax.com and Garson and Marz agree as follows:

1. Appointment.

Fax.com hereby appoints Garson and Marz as its nonexclusive agents to place computers (up to an aggregate of 600 computers) for Fax.com for the purpose of continuing to

EXHIBIT A

collect facsimile numbers. Fax.com hereby agrees to maintain a sufficient inventory, as agreed upon by the parties hereto, of such computers for placement by Garson and Marz. Fax.com hereby authorizes Garson and Marz to take reasonable actions relating to such placement efforts. Any such computers placed by Garson and Marz shall require no deposit by the participant agreeing to accept placement of such computer; unless, in their reasonable discretion, Fax.com shall require a deposit as a result of the current norm in the industry.

2. Marketing Rights.

Fax.com hereby agrees that Garson and Marz shall retain the right to broadcast marketing materials on any facsimile number acquired by any of the computers placed by Garson or Marz (the "Garson/Marz fax database"). The facsimile numbers over which Garson and Marz retain the right to broadcast marketing materials on shall include all facsimile numbers acquired by the Garson/Marz fax database regardless of the timing of such acquisitions, that is, Garson and Marz may broadcast marketing materials on facsimile numbers that have been and will be acquired by the Garson/Marz fax database in the (1) past, (2) present, and (3) future. Such right shall survive this Agreement and shall supercede the rights of any customer of Fax.com who wishes to broadcast marketing materials on the

Garson/Marz fax database. In the event Fax.com is no longer in the business of broadcasting faxes, but continues to sell the numbers in their fax database, Garson and Marz shall be entitled to take over the day to day operation of the computers placed by Garson and Marz and continue broadcasting over such computers. In such event, Fax.com shall provide Garson and Marz with all information and software necessary to enable Garson and Marz to continue such broadcasting. Notwithstanding the foregoing, Fax.com shall not sell, assign or transfer any of the computers placed by Garson and Marz unless such buyer, assignee or transferee shall accept such computer subject to the terms of this Agreement.

3. Confidentiality.

All parties hereto acknowledge that during the course of the relationship created by this Agreement any party may come to know, or otherwise be in contact with or receipt of, certain confidential and/or proprietary data and/or trade secrets belonging to another, including but not limited to methods of doing business, contacts, marketing plans and Product specifications (collectively "Data"). Both parties agree that during the term of this Agreement they shall not disclose any such Data to anyone except to fulfill the purposes of this Agreement. The parties hereto also agree that they shall not

disclose any such Data in any fashion or for any purpose to any person or parties, or use same, without the prior written consent of the other party hereto.

The aforementioned confidentiality obligation shall not apply to Data if:

(a) same was publicly known at the time of disclosure;

(b) same hereafter becomes publicly available through no fault of the party to whom the disclosure was made;

(c) same was known by the party to whom the disclosure was made at the time of disclosure; or

(d) same was developed by the party to whom the disclosure was made independent of any such disclosure.

#### 4. Additional Services.

In addition to its services providing computers for placement by Garson and Marz hereunder, Fax.com's services shall include placing insured transportation (if needed) for the computers for transit between Garson and Marz and a third party participant. However, Fax.com assumes no responsibility for any claims, damages and/or injury relating to transportation, and does not itself act as an insurer in any fashion. All related third party costs shall be paid as due by the participant as

provided in an agreement between the third party participant and Fax.com.

5. Use of Garson/Marz Fax Database.

In the event Garson and Marz desire to broadcast marketing materials over all or a portion of the Garson/Marz fax database, such broadcast shall be at no cost to Garson and Marz. In the event Garson and Marz desire to broadcast marketing materials over all or a portion of any of the platforms maintained by Fax.com (the "Fax.com platforms"), such broadcast will be at a cost to Garson and Marz equal to or better than the best current wholesale rate available to all other strategic partners of Fax.com who are entitled to receive preferential rates for transmission. Any time Garson and Marz desire to broadcast marketing materials, whether over the Garson/Marz fax database or the Fax.com platforms, written notice shall be given to Fax.com. Such notice shall contain specific instruction regarding what numbers are to be used for broadcasting, the material which shall be subject to the broadcast, and the time frame over which the broadcast is to be done. Upon demand by Garson or Marz, Fax.com shall provide evidence satisfactory to Garson and Marz that such broadcast transmissions were sent. All such transmissions shall be sent by Fax.com within a reasonable time, not to exceed ten (10) days, from the date

notice is received; provided, however, that broadcasting from the Fax.com platforms will be subject to availability which shall not be unreasonably withheld.

6. Advertising Budget.

Fax.com hereby agrees to establish, maintain and fund an Advertising Budget in an amount agreed to among the parties. Such Advertising Budget shall be utilized to pay for costs incurred in relation to the placement of any computer by Garson and Marz as contemplated by this Agreement.

7. Independent Relationship.

In performance of the terms of this Agreement it is acknowledged and agreed by the parties hereto that they shall at all times be acting independently of one another's control as to the manner and methods of providing such services. It is further understood that neither party hereto shall be liable for the acts of the other. Each party shall comply with and be solely responsible for its own compliance with all pertinent laws and regulations governing the activities performed by them. Neither party shall have the authority to contract for or obligate the other in any way.

8. Notices.

All notices pursuant to this Agreement to either party hereto shall be in writing and sent by personal delivery,

regular mail (postage prepaid) or telefax. Notice shall be deemed given and effective upon receipt by the party to whom such notice is directed, or three (3) days thereafter, whichever comes first. Notices shall be given to the following addresses:

Fax.com:

120 Columbia  
Suite 500  
Aliso Viejo, CA 92656

Garson:

Joseph A. Garson  
125 North Gale Drive #105  
Beverly Hills, CA 90211

Marz:

Keith Marz  
4042 Milaca Place  
Sherman Oaks, CA 91423

9. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties hereto regarding its subject matter and supersedes all previous communications regarding same, either oral or written. It may be amended only by a writing signed by both parties hereto.

10. Disputes.

Any dispute among the parties shall be settled by arbitration in the City of Los Angeles, California pursuant to the governing rules of the American Arbitration Association.

The arbitration shall be binding upon all parties and the successful party shall be entitled to receive reasonable costs and attorney fees.

11. Damages.

The parties hereto agree that it would be impossible to determine and calculate with reasonable accuracy the amount of prospective damages to Garson and Marz upon Fax.com's breach of this Agreement. The parties agree that Garson and Marz jointly shall be entitled to receive a sum equal to the greater of (a) twenty percent (20%) of the net profits of Fax.com from the prior twelve (12) months, such net profits to be calculated exclusive of any extraordinary bonuses paid to any employee of Fax.com or (b) a minimum of \$250,000. In the event that Garson and Marz determine that monetary damages would not provide an adequate remedy, they shall be entitled to specific performance under this contract until such time as a final determination is made under the arbitration provisions of section 10 hereof or to take over the computers placed by Garson and Marz under the terms and conditions set forth in section 2 of this Agreement.

12. Non-Performance.

It shall not be a breach of this Agreement if Fax.com shall be delayed in, or, prohibited from, complying with this Agreement as a result of injunctive relief entered by any Court

of competent jurisdiction which prohibits any of the transmissions by Fax.com contemplated herein or if such transmission is prohibited by circumstances beyond the control of Fax.com such as an act of God.

13. Indemnification.

Fax.com shall indemnify, defend and hold harmless Garson and Marz from and against (1) costs and expenses of broadcasting marketing materials (except as otherwise provided herein) and (2) any claim, demand, cause of action, charge, judgment, damage, liability, cost or expense (including, without limitation, reasonable attorney's fees and legal costs) arising out of (i) any federal, state or local statute, rule or regulation prohibiting the broadcast of marketing materials on facsimile numbers and (ii) the placement of computers by Garson and Marz with any third party participant.

14. Binding.

This Agreement shall be binding upon the parties hereto and their successors and assigns, if any.

15. Waiver/Unenforceability.

If any portion of this Agreement is struck down or declared unenforceable by a court of competent jurisdiction, this shall not affect the other provisions of this Agreement.

The failure of a party to enforce its rights hereunder shall not constitute a waiver of same.

16. Headings.

The headings in this Agreement are for convenience purposes only and shall not affect the meaning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending to be legally bound on the date first written above.

ATTEST:

FAX.COM

  
\_\_\_\_\_

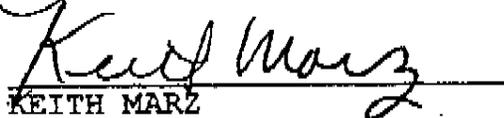
By: Kevin Katz

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_

JOSEPH A. GARSON

  
\_\_\_\_\_

KEITH MARZ

**CERTIFICATE OF DISSOLUTION  
OF  
OUTREACH INTERNATIONAL, INC.**

Dated as of February 22, 2002

Outreach International, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

**DOES HEREBY CERTIFY:**

**FIRST**, that the dissolution was authorized on February 22, 2002.

**SECOND**, that the dissolution has been authorized by all of the stockholders of the Corporation entitled to vote on a dissolution in accordance with the provisions of subsection (c) of Section 275 of the General Corporation Law of the State of Delaware.

**THIRD**, that the names and addresses of the directors and officers of the Corporation are as follows:

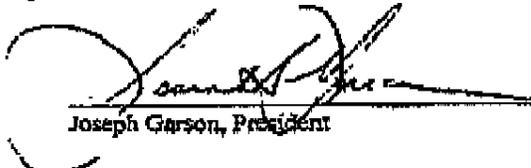
**DIRECTORS**

<b>Name</b>	<b>Address</b>
Kevin Katz	120 Columbia, Suite 500 Aliso Viejo, CA 92656
Joseph Garson	352 S. Canyon Drive Beverly Hills, CA 90211

**OFFICERS**

<b>Name</b>	<b>Office</b>	<b>Address</b>
Joseph Garson	President, Chief Executive Officer, and Secretary	352 S. Canyon Drive Beverly Hills, CA 90211
Kevin Katz	Vice President, Treasurer, and Chief Operating Officer	120 Columbia, Suite 500 Aliso Viejo, CA 92656

IN WITNESS WHEREOF, said the Corporation has caused this certificate to be signed by its President, this 22 day of February 2002.

  
Joseph Garson, President