

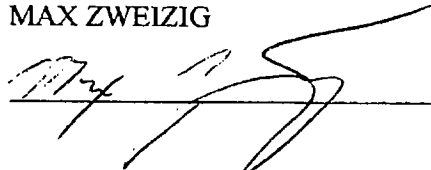
- 6.2 **Separate and Severable.** The parties agree that the provisions in this Agreement are separable and that in the event any provision is deemed ineffective or unenforceable, they are severable from the remaining provisions of the Agreement, which provisions shall remain binding on the parties.
- 6.3 **Waiver of Breach.** The waiver by either Employee or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision or of any subsequent breach of the same provision by either Employee or the Company.
- 6.4 **Exclusive Agreement/No Oral Modification.** The parties agree that this Agreement supersedes any and all prior agreements or understandings, both oral and written, and that this Agreement cannot be modified except in writing and signed by both Employee and an officer of the Company. The parties acknowledge that no inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement.
- 6.5 **Choice of Law.** The laws of the State of Oregon shall govern all questions relative to interpretation and construction of this Agreement and its enforcement regardless of the jurisdiction or venue of any proceeding brought hereunder.
- 6.6 **Employee Acknowledgment.** Employee confirms that he/she has carefully read this Agreement. Employee acknowledges that he/she has been advised to consult with an attorney, and has had the opportunity to do so, before signing this Agreement. Employee acknowledges that he/she fully understands all terms and conditions contained in this Agreement and that he/she signs this Agreement of his/her own free will and volition.


EMPLOYEE:

THE COMPANY:

MAX ZWEIZIG

NORTHWEST DIRECT TELESERVICES, INC



By: 
Timothy C. Rote, President

Dated: 8-20, 2001

Dated: 8/18, 2001