EXHIBIT B

insertion order

20-1 avenida fabicante
san clemente, ca 92672
bloosky account executive > Christine Knoll
p. 888.529.3618
f. 888.5340264
e. Cknoll@bloosky.com

advertiser information

advertiser: Pacific WebWorks, Inc.
advertiser contact: Marc Bell
address: 230 W. 400 S.
address2: First Floor
city, state, zip: Salt Lake City, UT 84101
phone: 801-578-9020 ext. 110
fax: 801-578-9019
email: marcb@pacificwebworks.com

billing contact: Marc Bell
address: 230 W. 400 S.
address2: First Floor
city, state, zip: Salt Lake City, UT 84101
phone: 801-578-9020 ext. 110
fax: 801-578-9019
email: marcb@pacificwebworks.com

campaign specifics > check all that apply

campaign name: Online Success Kit
qualifying action: Sale - page 2
payment terms: Net 15
start date: 8/20/2008 - end date: t/h/d
cpa: $42

☐ hosted
☒ non-hosted
☒ exclusive

media

☒ email
☒ search
☒ banners
☐ contextual
☒ other: Incent Allowed

suppression file retrieval

☐ email weekly
☐ download via link
☒ download via log-in

special notes:

US ONLY, currently no suppression file this is a brand new offer. All fraudulent leads need to be report back to Bloosky with in 5 days of the lead being generated. No Cash/Point incentives allowed without advertiser approval.

> authorized signatures

today's date: 8/20/2008
> bloosky interactive

Signature > _____

Title > Chris Spilsbury, Biz Dev

today's date: 8/14/2008
> advertiser 9/h/08

Signature > _____

Printed Name > _____

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Important note: Advertiser agrees to the Terms and Conditions attached to this document. This agreement may be executed via facsimile and in counterparts.

please fax signed insertion order to:

advertiser terms & conditions

> terms and conditions
These Terms and Conditions shall govern this Insertion Order (the "IO"), which is entered into as of the date on the signature page above by and between Bloosky Interactive ("Bloosky") and the Advertiser identified above (collectively, the "Parties").

> 1. advertising services
Advertiser shall provide Bloosky with its advertisement, which must include all creative and substantive materials required to market the offer, including (i) all product and/or service descriptions, (ii) graphic images and/or logos, (iii) email from and subject lines, (iv) language and text for the advertisement, (v) links, (vi) key words and (vii) any and all other creative content.

Advertiser grants to Bloosky, its agents and its affiliates, a worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit, distribute, and promote the advertisement, including any and all trademarks, service marks, trade dress, logos, copyrights, publicity rights or other intellectual property utilized in the Advertisement. Advertiser acknowledges and agrees that, in order to provide the advertising services under this IO, Bloosky may sublicense and/or assign its rights under this section to one or more independent contractors that provide services for Bloosky (including, but not limited to, advertising services, web site hosting services, ad copy preparation services, and email campaign management services).

Along with its advertisement, Advertiser shall provide Bloosky with an email suppression file, in the manner specified above, in order to remove consumers who have "opted out" of receiving future advertisements from Advertiser. Afterwards, on a recurring basis, Advertiser shall provide Bloosky with an updated suppression file, in the manner provided above, on every fifth (5) calendar day thereafter, or sooner. Advertiser shall permit Bloosky to "seed" Advertiser's suppression data in order to ensure that consumers who have opted out of receiving advertisements from Advertiser are indeed removed.

Bloosky's sole obligation shall be to place the advertisement on its network, subject to the provisions of this IO. Bloosky has advised Advertiser, and Advertiser acknowledges, that Bloosky's affiliates and independent contractors participating in its network are not obligated to carry, transmit, market or publish any advertisement. Accordingly, placement of an advertisement shall be subject to the right of any affiliate or independent contractor to decline any advertisement.

Bloosky expressly reserves the right to refuse or cease to deliver any advertisement, or cancel any IO, that it deems, in its sole discretion, is inappropriate for any reason or no reason, including, without limitation, any advertisement that Bloosky believes is an invasion of privacy, degrading, libelous, unlawful, deceptive, profane, obscene, pornographic, tends to ridicule or embarrass, is in bad taste, or that, in its reasonable discretion, is an infringement on a trademark, service mark, trade dress, trade name, logo, publicity right, copyright or other intellectual property right of another.

> 2. auditing and tracking of campaigns
Bloosky utilizes a tracking system that will log consumer responses and report registrations by URL, Origin ID, or Affiliate ID code. The information collected by Bloosky's tracking system will be used to compute the amounts owed by and billed to Advertiser.

> 3. payment
Advertiser shall pay Bloosky for advertising published by Bloosky on a cost per action or "CPA" basis in accordance with the terms of this IO. Bloosky shall submit invoices to Advertiser on a weekly basis. On or before the fifteenth (15th) calendar day following the date of an invoice, Advertiser shall remit payment by wire transfer or check to Bloosky, at the address listed above, unless otherwise set forth on page one of this IO.

In the event Advertiser fails to pay all or a portion of an amount due in an invoice, Bloosky may immediately remove any and all of Advertiser's advertisements without notice. Payments not made within thirty (30) days following the date of an invoice shall accrue interest at a rate of 1.5% per month

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In the event Bloosky incurs expenses arising from or related to collection of any outstanding balance, Advertiser shall pay Bloosky's reasonable expenses associated with the collection, including, without limitation, reasonable attorneys' fees and costs, and collection agency's fees and costs.

In the event Advertiser disputes the number of actions in an invoice or claims that any actions are non-viable, it shall return the disputed actions within five (5) calendar days after receipt of a disputed action, along with a detailed explanation of Advertiser's rationale for rejecting any actions. Bloosky shall, in good faith, consider such documentation, but shall have final authority in determining the total count of actions for billing purposes.

> ## 4. term, termination, payment of minimum contract price
This IO shall continue for the term set forth above, provided that either Party may terminate this IO upon ten (10) business days prior written notice.

Notwithstanding, Bloosky reserves the right to terminate this IO immediately in the event that: (i) the campaign does not meet minimum campaign performance criteria then currently in place; (ii) Advertiser violates the payment terms set forth herein; (iii) Advertiser's advertisement violates any law, rule or regulation; or (iv) Bloosky is required, by law or court order, to cease or terminate Advertiser's advertisement.

> ## 5. miscellaneous provisions
Each Party represents and warrants it has the power, right and authority to enter into this IO; to grant the rights and licenses granted herein; and to perform the acts required in this IO. Each Party represents and warrants that it will fully comply with all applicable statutes, rules and regulations with respect to its respective business, including, but not limited to, the CAN-SPAM Act of 2003, and laws regulating deceptive trade practices and advertising.

Advertiser represents and warrants that it has a reasonable basis for all claims made within its advertisement and possesses appropriate documentation to substantiate such claims; the landing page for each advertisement contains a prominent link to Advertiser's privacy policy, which policy provides, at a minimum, adequate notice, disclosure and choices to consumers regarding Advertiser's use, collection and disclosure of their personal information; Advertiser shall fulfill all commitments made in its advertisement; no advertisement is targeted to children; under no circumstances will the Advertiser provide for the download onto a consumer's site of spyware, malware or similar such harmful software; and Advertiser will not violate any applicable State, Federal or other law regarding the collection, use or destruction of User-related data.

Along with this IO, Advertiser shall provide Bloosky with a copy of its Privacy Policy and Terms of Use. In the event Advertiser modifies or changes its Privacy Policy or Terms of Use, Advertiser shall provide written notice to Bloosky, along with a copy of the modified Privacy Policy and/or Terms of Use, at least seven (7) business days prior to Advertiser's implementation of the modified Privacy Policy and/or Terms of Use.

Advertiser shall provide Bloosky with written notice of any proposed changes to or replacement of an advertisement (including any images or links) or landing page at least three (3) business days prior to the change or replacement.

Upon request, Advertiser shall provide Bloosky with any and all documentation that supports any claims made in an advertisement within five (5) business days of the request. Thereafter, Advertiser shall cooperate with any follow-up questions by Bloosky relating to such documentation, including, but not limited to, making available any and all of Advertiser's employees who are involved with, knowledgeable of or responsible for any claims made in an advertisement or the documentation supporting such claims. Advertiser acknowledges that any delays by it in fulfilling its obligations set forth in this paragraph will delay Bloosky's ability to place an advertisement on its network.

During the term of this IO and for six (6) months hereafter, Advertiser shall not knowingly solicit any on-line publisher, Web Site, or email provider that is affiliated with Bloosky, unless a previously existing business relationship between Advertiser and such publisher can be demonstrated to Bloosky's reasonable satisfaction.

Advertiser agrees to indemnify and hold Bloosky and its members, officers, directors, employees and agents (collectively, the "Indemnitees") harmless from and defend each such Indemnitee against any damages, liabilities, losses, taxes, fines, penalties, costs, and expenses (including, without limitation, reasonable fees of counsel and related costs) of any kind or nature whatsoever (whether or not arising out of third-party claims and including all amounts paid in investigation, defense or settlement of the foregoing), as the same are or may be incurred, which may be sustained or suffered by any Indemnitee in connection with any present or future threatened, pending or contemplated investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, to which any such Indemnitee is or was a party or is threatened to be made a party, and that arises from or is related to this IO or Advertiser's advertisement.

This IO shall be governed by the laws of the State of California without respect to choice of law rules and the Parties hereby consent to exclusive jurisdiction and venue in the state and federal courts in and serving Orange County, California.

The Parties to the IO are independent contractors. Neither party is an agent, representative, partner or employee of the other party. Neither party will have any right, power, or authority to enter into any agreement on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. The IO will not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either party.

The Parties recognize and acknowledge that they have acquired and/or will acquire confidential information and trade secrets (hereafter "Confidential Information") from and/or concerning the other Party, and their parents, subsidiaries, affiliates, and acquired businesses. The Parties shall not, during or after the Term, use or disclose any Confidential Information to any person, firm, corporation, association, or any other person or entity for any reason or purpose whatsoever, directly or indirectly, except as required to perform their respective duties hereunder or as required by law. In the event of termination of this IO, whether voluntary or involuntary, and whether initiated by Advertiser or Bloosky, or upon request of Bloosky at any time, the Parties shall deliver to one another all documents and data pertaining to the Confidential Information and shall not take or remove any documents or data of any kind or any reproductions (in whole or in part) or extracts of any items relating to any Confidential Information. Neither Party shall, at any time during or after the term of this IO, use, copy, publish, summarize, or remove from any Confidential Information, except, during the term of this IO, to the extent necessary to carry their respective duties and responsibilities under this IO.

No delay or omission by either Party hereto in exercising any right, power or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege
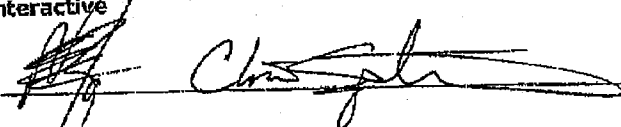
This IO contains the entire understanding of the Parties with respect to the terms and conditions of Advertiser's placement of the above referenced advertisement with Bloosky, and supersedes all prior agreements, negotiations and understandings relating to Advertiser's placement of the above referenced advertisement with Bloosky, including specifically, any oral or written agreements between Advertiser and Bloosky or its affiliates and/or subsidiaries. This IO cannot be amended or modified except by a written instrument signed by Advertiser and an authorized signatory of Bloosky
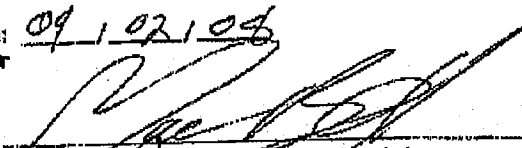
This agreement is non-exclusive for both Parties and either Party may enter similar agreements with other third parties.

> **authorized signatures**

In witness whereof, the Parties have caused this IO to be duly executed as of the date set forth above.

today's date: 9/2/08

> **bloosky interactive**

Signature >

Title > Chris Spilsbury

today's date: 09 / 02 / 08

> **advertiser**

Signature >

Printed Name > Marc Bell