



**DATA LEASE & CONFIDENTIALITY AGREEMENT  
VIA 3<sup>rd</sup> PARTY AGENT**

This Agreement is made on the \_\_\_\_\_ 2009

**BETWEEN:**

- 1. Findlay Media Limited whose office is at Hawley Mill, Hawley Road, Dartford, Kent DA2 7TJ ("FML") and
- 2. .... whose office is at .....  
..... ("the Client") and
- 3. .... whose office is at .....  
..... ("the Agent").

**RECITALS:**

FML possesses Database Information which is confidential to it and FML agrees to supply a data selection ("the Data") to the Agent for mailing or tele-marketing purposes strictly for the Client's use only.

The Data is supplied subject to the following terms and conditions and may only be used by the Client for a period of 12 months, commencing on the date of this Agreement.

**TERMS AGREED:**

- 1. The Client and Agent undertakes to keep the Data confidential, secure and protected against theft, damage, loss and unauthorised access and, save as expressly permitted under this Agreement, shall not disclose, use, copy in whole or in part or modify or adapt such information in any way. The Client and Agent shall use all reasonable endeavours to ensure that its officers, employees, agents and contractors are made aware of and agree to observe the confidentiality obligations of this Agreement.
- 2. All Data provided to the Client and/or Agent by or on behalf of FML shall remain the property of FML and be so identified in the Client's database, except that where the Client validates or amends such data in accordance with the 1998 Data Protection Act, ownership of the updated data shall be shared between FML and the Client. The Agent shall have no ownership of the Data.
- 3. The legal and beneficial interest in the copyright and all other intellectual property rights subsisting in the Data shall at all times remain the property of FML.
- 4. Upon termination of this Agreement for any reason, the Client and/or the Agent shall immediately deliver to FML or otherwise dispose of as directed by FML any Data belonging to FML, with the exception only of jointly owned data falling within clause 2 above. The Client and/or the Agent shall certify in writing that the requirements of this clause 4 have been complied with.

5. FML does not make or give, and nothing in this Agreement shall be construed as, a representation, warranty or promise as to the utility, validity or accuracy of the Data. Furthermore, the Client and the Agent shall indemnify and keep FML indemnified, from and against any loss, damage, liability or expense which arises out of or results, whether directly or indirectly, from the use or other exploitation of the Data by the Client or the Agent.
  
6. The Client and the Agent warrants that it will not, during the term of this Agreement, or for a period of two years after termination, use data supplied from the FML Database or claim or imply that it has access itself or has provided to any other party access to the FML Database or any subset thereof, for purposes or activities that are or could become competitive to the products and/or services provided by FML or Associated Companies.
  
7. The obligations imposed by this Agreement shall survive the termination of the supply of the Data, but shall not apply to information which:
  - is already in or subsequently comes into the public domain through no fault of the recipients, its employees, officers or any other person with authorised access; or
  - is lawfully received by the recipient from a third party on an unrestricted basis.
  
8. The construction, validity and performance of this Agreement shall be governed by the laws of England. The parties each submit to the jurisdiction of the English Court for the purposes of any proceedings arising in connection herewith.

**DULY EXECUTED** on the above date:

By:   
 David Larner  
 Sales Director  
**For Findlay Media Limited**

In the presence of:   
 Rita Bird  
 Data Operations

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 By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

For: \_\_\_\_\_ (The Client)

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 By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

For: \_\_\_\_\_ (The Agent)



findlay direct marketing

**Findlay Direct Marketing**

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