



DATA RENTAL AND CONFIDENTIALITY AGREEMENT

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") of the one part and
- (2) whose office is at
..... ("the Client") of the other part
- (3) whose office is at
..... ("the Agent") of the other part

RECITALS:

FML possesses Database Information, which is confidential to it, and FML agrees to supply a computer selection of the Data via E MAIL ("the Data") to the Agent.

The Data is supplied for a one-off mailing on behalf of (the Client), under Findlay Reference DM....., subject to the following terms and conditions:-

TERMS AGREED:

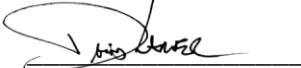
- 1. The Agent undertakes to keep the Data confidential and secure and protected against theft, damage, loss and unauthorised access and, save as expressly permitted under this Agreement or any other agreement relating to the provision of the Data shall not disclose, use, copy in whole or in part or modify or adapt such information in any way. The Data shall at all times remain the unencumbered confidential property of FML.
- 2. 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.
- 3. The Agent shall return or destroy the Data and any other media supplied under this or an other agreement relating to the provision of the Data, by courier to FML within twenty four hours of the permitted use thereof.
- 4. The Agent shall provide to FML a copy of the mailing item before despatch and FML shall at all times have the right to withhold the use of the Data if the mailing item is deemed contrary to FML's legitimate business interests. -2-
- 5. The Agent shall not disclose the Data or any part thereof to any unauthorised party and shall ensure that its officers, employees and agents are made aware of and abide by all the terms of this Agreement.

6. 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 Agent shall indemnify and keep Findlay 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 Agent.
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 recipient, 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.

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

For Findlay Media Limited

By: 
 David Larner
 Sales Director

In the presence of: 
 Rita Bird
 Data Operations

For _____

(Client)

By: _____

In the presence of: _____

For _____

(Agent)

By: _____

In the presence of: _____

A signed copy of this NDA must be returned to Findlay Direct Marketing prior to the release of data, either by email to rbird@findlay.co.uk or fax 01322 421 544



Findlay Direct Marketing
 Hawley Mill, Hawley Road, Dartford, Kent DA2 7TJ
 Switchboard +44 (0)1322 221144
www.findlaydirectmarketing.com



FINDLAY MEDIA LTD - DIRECT MAIL RENTAL TERMS AND CONDITIONS OF BUSINESS

- 1 All list quantities are approximate amounts. Final invoiced quantities are subject to change dependant on the actual quantities mailed and services supplied. We reserve the right to charge for such extras without prior notification providing the additional charges do not amount to more than 15% of the original estimate
- 2 Postage pre-payment may be required before the mailing can be despatched. Postage will be charge as detailed on the postal dockets applicable to the mailing irrespective of any quotation, estimate or inferred amount that may have been submitted verbally or in writing. Findlay Media Ltd reserve the right to request pre-payment of postage prior to the despatch of any mailing.
- 3 List Rental is for one time use only unless specifically agreed in writing by Findlay Media Ltd and the client. List may not be duplicated, photocopied, disclosed, retained, in any form of retrieval systems, resold, let, leased or reused in any form. Findlay Media Ltd do not supply lists to renting or broking companies unless such a company has made a special arrangement in writing signed by a Director of Findlay Media Ltd. Lists are generally supplied via email, CD, self-adhesive labels, or ready addressed envelopes. Delivery charges will be made at market rates.
- 4 Lists will only be sent to mailing houses that have been recognised and approved by Findlay Media Ltd and the client. Lists will not be despatched direct to clients, their agents or any other third party unless so recognised. Labels are supplied specifically for the purpose of labelling packages that will be despatched to the addressee.
- 5 All lists are seeded with decoy names. Any unauthorised use will result in legal action being taken irrespective of the degree of misuse.
- 6 A sample mailing must be submitted to Findlay Media for approval prior to the release of our list. As a matter of course lists will not be released to companies promoting competitive products, or services. Findlay Media Ltd reserves the right to reject such applications and any others which they consider to be contrary to the company's interest on any grounds they deem appropriate.
- 7 Findlay Media Ltd is not responsible irrespective of cause for any results obtained from mailings conducted to its mailing lists. Findlay Media shall not be held liable for any loss or damage including consequential loss caused through the use of its lists.
- 8 Where names remain unused after a period of thirty days and no extension has been mutually agreed, we reserve the right to revoke permission to have such list names used and the list shall be returned forthwith to Findlay Media Ltd by registered post or via the services of an approved registered courier.
- 10 Mailing shall normally be despatched within 14 days from receipt of all materials. Findlay Media Ltd cannot be held financially responsible for delays or the consequences of such delays howsoever caused.
- 11 Neither Findlay Media Ltd, nor its designated mailing houses shall be held responsible for shortages of mailing materials unless such materials are signed, sealed and numbered in numerical sequence. In the event of a shortage of materials supplied by the client, the client shall not be entitled to a reimbursement of List Rental or Service Charges.
- 12 Where the client has supplied an excess of mailing materials we reserve the right to dispose of all such materials after 30 days unless we have received written instructions to the contrary. In the event of the client wishing us to store such materials an appropriate charge will be made. Should these additional materials be despatched with the mailing then appropriate adjustments to the list rental charges, other fulfilment costs and postage shall be made.
- 13 In the event of cancellation, charges are dependant on services supplied. If a selection has been done then the minimum service charge will be applied. Additional charges shall be levied if labels or computer media have been processed, special selections run or any elements of the fulfilment process partially completed.
- 14 Placement of an order is in itself acceptance of these terms and conditions unless otherwise agreed in writing.