



Blue Hill Plaza, 16th Floor P.O. Box 1556, Pearl River, NY 10965-8556
(845) 620-9000 (800) 223-2194 FAX (845) 620-9035

1 YEAR LIST RENTAL AND CONFIDENTIALITY AGREEMENT

LIST OWNERS: VARIOUS

LIST NAME: VARIOUS

MAILER: _____

THROUGH AGENT (if applicable): _____

DATED RANGE: _____

CONTACT:

Agreement made today is effective for all orders between the date range noted above between the above Mailer hereinafter known as the "List Renter", on all rentals of the LIST SHOWN ON PAGE 3 hereinafter known as "The List", owned by the their respective owners hereinafter known as the "List Owner", ordered through List Manager, its exclusive List manager, hereinafter the "List Manager".

List Renter promises and unconditionally agrees that on all rentals of The List, owned by the List Owner, the List Renter will not disclose, transfer, duplicate, reproduce, or retain in any form or manner whatsoever, all or any part or segment of The List. The List Renter acknowledges that the company and list names are the property of the List Owner and the List Renter is not authorized to, and will not, disclose or use the company or list names in any form or manner whatsoever in any mailing or telemarketing or in conjunction with any promotion in which The List is to be used. In addition, List Renter will not permit any third party, agent, employee, or contractor or their respective agents and employees to do so. The List Renter acknowledges that The List at all times remains the sole property of the List Owner.

This agreement to limit the usage and keep The List confidential shall apply in all cases whether The List is for mailing or telemarketing purposes, and whether it is provided on labels, tape, disk, cartridge, cd, or electronically transferred. List Renter agrees not to contact individuals contained on the List Owners List by telephone without seeking and receiving written permission to do so from List Manager and executing an additional telemarketing agreement with the List Owner.

It is understood and agreed that The List or List(s) which have been rented will be monitored to prevent improper and unauthorized use by a combination of one or more methods of computer control and/or planted and/or varied names, phone numbers and addresses or combination of these methods, to all of which the List Renter consents and agrees.

List Renter represents and warrants that List Renter shall fully comply with the DMA Pander File. List Renter shall indemnify, defend and hold List Owner and List Manager harmless from any and all demands, claims, suits, costs, penalties or damages resulting from List Renter's failure to comply with the previous sentence.

Cancellation or changed orders prior to shipment are subject to work-in-process charges. Orders canceled after delivery, but before the mail date will be subject to running charges. Full List price and all other charges will be due and cancellations will not be accepted after original mail date.

The List Renter agrees to make full payment within 45 days of mail date for the gross names received. It further understands and agrees that no adjustments will be made to invoices for internal duplicates or edit fails without

computer verification and unless the total adjustment is greater than \$10 per order. All net name agreements must be approved in advance, and confirmed in writing by List Manager.

List Renter acknowledges The List is the confidential and trade secret property of the List Owner and any violation of this agreement will entitle List Owner to injunctive relief, as well as damages.

The List Renter agrees to limit the usage to a one-time-mailing per approved offer solely and exclusively for the agreed specific merchandise or service as described in the sample mailing piece that has been submitted to List Manager for approval in conjunction with this mailing and which is attached hereto and made a part of this agreement. The List Renter further agrees that it shall not substitute any other mailing piece without first submitting and receiving written permission from List Manager that such mailing piece is acceptable to the List Owner. The List Renter further agrees that a time frame will apply regarding the use of multi-buyers. The list Renter shall not be allowed to mail multi buyers 1 year after the original mail date. If the List Renter is a publisher it hereby agrees that it will not mail an issue of the publication. Mailer is fully responsible for all acts and omissions of their broker.

THE LIST OWNER AND LIST MANAGER, PROVIDES THE LIST TO THE LIST RENTER "AS IS" WITH ANY AND ALL DEFECTS, ERRORS OR DEFICIENCIES. LIST OWNER HEREBY DISCLAIMS ALL WARRANTIES IN THE LISTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

It is understood and agreed that any violation of any terms of this agreement by the List Renter will cause the List Owner irreparable harm and damages, and that in the event of any breach by the List Renter, the List Renter shall pay to the List Owner an amount equal to fifty (50) times the rental rate of The List as liquidated damages, together with all costs and expenses associated with any litigation relating to such breach, including, but not limited to, attorney's fees and court costs. The List Renter shall pay such liquidated damages on demand.

This agreement will remain in effect for one year from the date signed by the List renter and the list renter will provide List Manager new samples for pre-clearance approval if any significant changes occur (i.e., changes outside of key codes, cities, & dates). A separate purchase order, along with an mail piece and/or updated script must be supplied to the List Manager by the List Renter for each use of the file, previous to any additional uses of the file. All orders placed within the one year date range of this agreement will be covered by this agreement.

No failure or delay by The List Owner or The List Manager in exercising any right, power or privilege herein granted shall operate as a waiver thereof. This agreement shall be construed so that each of the provisions hereof shall be valid and enforceable to the fullest extent permitted by law, and any invalidity or un-enforceability with respect to any particular provision or provisions hereof shall not affect or render invalid or unenforceable any other such provision.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska, without regard to any conflict of laws principles, and List Renter hereby consents to the exclusive jurisdiction of the state or federal courts located in Omaha, Douglas County, Nebraska.

ALL LIST OWNERS, LISTED BELOW, REQUIRE A RECIPROCAL RENTAL ON EVERY ORDER PLACED DURING THE TERM OF THIS AGREEMENT WITH EVERY MAILER/TELEMARKETER THAT USES ANY OF THEIR LISTS. BY SIGNING THIS LIST RENTAL AGREEMENT THE MAILER AGREES TO THIS RECIPROCAL, REGARDLESS IF THE LIST RENTERS LIST IS ON OR NOT ON THE MARKET. IF MAILER DOES NOT WISH TO RECIPROCATE THIS PASSAGE MUST BE CROSSED OUT.

We have read this List Rental and Confidentiality Agreement and agree to comply with the requirements as stated here in.

MAILERS SIGNATURE ONLY: (not agent)

SIGNATURE _____ TITLE: _____

PRINTED NAME: _____ DATED: ____ / ____ / 08

COMPANY(MAILER): _____

ADDRESS: _____

E-MAIL ADDRESS: _____ PHONE NUMBER: _____

THIS AGREEMENT IS BINDING FOR THE FOLLOWING LISTS:

LIST OWNERS AND LIST NAMES: Adweek,American Artist,Backstage,Backstage West,Bicycle Retailer,Billboard, ,Brandweek, Business Travel News-BTN,Commercial Property News,Contract Magazine,Convenience Store News, Couture International Jeweler,Display & Design Ideas, Editor & Publisher, EMB-Embroidery/Monogram Business, Film Journal and Sunshine Convention Attendees, Gourmet Retailer,Hospitality Design,Impressions,Incentive,Kirkus Reviews,Kitchen & Bath Business, Mediaweek,Meeting News,MarketingYMedios,Multicultural Marketing, Multi-Housing News,National Jeweler,PDN-Photo District News,Potentials In Marketing,Presentations,Progressive Grocer,Radio& Record, Ross Reports,Sales & Marketing Management,Successful Meetings,The Hollywood Reporter,Training,Watercolor,Nielsen Business Media,Nielsen Business Media Conference Attendees