

DATA PROTECTION AGREEMENT

The Direct Marketing Association recognises that list owners from the Member States of the European Union may not send their lists for processing unless pursuant to an agreement with the DMA as "Data Processor" under which the lists can be assured of "adequate protection". Therefor, the DMA has consulted with European and UK counsel and has agreed to be bound by the following terms and conditions, which specifically address data protection concerns.

Any list owner wishing to receive an executed physical copy of this agreement is invited to print it out, **execute two copies** of it where provided, and mail **both copies** to:

Charles A. Prescott
Vice President, International Business Development
And Government Affairs
Direct Marketing Association, Inc.
1120 Avenue of the Americas
New York, NY 10036
U.S.A.

The fully executed copy will be returned to you.

Questions on the agreement may be e-mailed to cprescott@the-dma.org.

This Agreement is between:

(A) The Direct Marketing Association INC ("DMA") of 1120 Avenue of the Americas, New York, NY 10036-6700, USA ("DMA" or "the Data Processor") and

(B) [] of [] ("the Data Controller")

Whereas:

(A) The purpose of this Agreement is to ensure the protection and security of e-mail addresses passed by the Data Controller to the Data Processor for removing from customer and prospect lists the e-mail addresses of those individuals who have registered with the e-mail preference service

(B) The Data Processor manages the e-mail preference service containing the e-mail addresses of those who have registered their preference at www.e-mps.org not to receive unsolicited commercial e-mails.

(C) Paragraphs 11 and 12 of part II of Schedule 1 of the Data Protection Act 1998 of the U.K., and provisions of similar legislation in place in other countries, place certain obligations upon a Data Controller to ensure that any data processor it engages provides sufficient guarantees to ensure that the processing of the data carried out on its behalf is secure.

(D) This Agreement exists to ensure that there are sufficient security guarantees in place and that the processing (for the purpose of removing e-mail addresses) complies with obligations equivalent to those of the 7th Data Protection Principle of the UK Data Protection Act and similar legislation in other countries.

Definitions

"Data" means lists of e-mail addressees submitted to "e-mps" by Data Controller

"e-mps" means the e-mail preference service of the Direct Marketing Association of the United States

"e-Mail Screening Purposes" means the removal from lists of e-mail addresses or other data containing e-mail addresses of the e-mail addresses of those individuals who have registered with the e-mps their wish not to

receive unsolicited commercial communications
by e-mail.

Application

1 This Agreement shall apply to all Data sent for the next twelve months from the date of this Agreement by the Data Controller to the Data Processor for e-Mail Screening Purposes.

Subscription Fee

2 In consideration of the subscription fee of \$600 the Data Processor agrees to process all Data transferred to it by the Data Controller for e-mail Screening Purposes during the period referred to in Clause 1 above.

Purpose of Processing

3 The Data Processor shall process the Data it receives from the Data Controller solely for e-Mail Screening Purposes and for no other purpose except with the express consent of the Data Controller.

Security and Confidentiality of Data

4 (a) The Data Processor shall use its best efforts to safeguard the Data from unauthorised or unlawful processing or accidental loss, destruction or damage and acknowledges that it has implemented the technical and organisational measures specified in Schedule A to prevent unauthorised or unlawful processing or accidental loss or destruction of the Data.

4 (b) The Data Processor shall ensure that each of its employees, agents or subcontractors are made aware of its obligations with regard to the security and protection of the Data and shall require that they enter into binding obligations with the Data Processor in order to maintain the levels of security and protection provided for in this Agreement.

4 (c) The Data Processor shall not divulge the Data whether directly or indirectly to any person, firm or company without the express consent of the Data Controller except to those of its employees, agents and subcontractors who are engaged in the processing of the Data and are subject to the binding obligations referred to in 4(b).

4 (d) Any agent or subcontractor of the Data Processor shall provide the Data Processor with a plan of the technical and organisational means it has adopted to prevent unauthorised or unlawful processing or accidental loss or destruction of the Data and shall acknowledge to the Data Processor that it has implemented those plans.

4(e) The Data Processor shall when requested to do so upon reasonable notice by the Data Controller submit its data processing facilities, data files and relevant documentation to auditing and or certification by the Data Controller, provided that Data Controller shall pay the costs and expenses of any such audit or certification.

4(f) The Data Processor shall upon request by the Data Controller and in any event within five days following fulfilment of the E-mail screening Purposes in respect of any list provided by the Data Controller promptly delete the Data or any part or parts thereof.

Liability

5 The Data Processor shall have no liability to the Data Controller for any loss or damage of whatsoever nature suffered or incurred by the Data Controller or for any liability of the Data Controller to any other person for any loss or damage of whatsoever nature suffered or incurred by that person.

Terms

6 The terms which appear on the Clean My List section of the www.e-mps.org website also constitute an integral part of the terms and conditions of this contract.

Assignment

7 This Agreement shall not be transferred or assigned by either party except with the prior written consent of the other.

Review

8 The Parties shall where appropriate review this agreement from time to time and shall make such amendments as are necessary to ensure the security of the Data.

Jurisdiction

9 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules, and the parties shall submit to the exclusive jurisdiction of the federal or state courts located in New York City.

Executed by or on behalf of Data Controller on _____, 200_

In _____

Signature and Title

Executed on behalf of Data Processor on _____, 200_

In New York

Signature and Title

SCHEDULE A

1 NETWORK SECURITY

1. ssl using 128 bit encryption protects all transfers username/password exchanges and all transfers of data to the e-mps member's browser, including list transfers.

2. A firewall intercepts and logs all unauthorised connection attempts. Automatic processes alert system administrators of potential malicious attempts via e-mail and pager.

2 DATA SECURITY

1. List data

(i) Old lists are removed after seven days.

(ii) The e-mps website, including all member lists, is backed up once a day to a dump machine, which backs up to tape. The dump machine provides for a highly -available backup for quick recovery and the tape provides for an archived backup with high longevity.

2. Opt out data

(i) The opt out data is kept on a separate database server equipped with a RAID redundant disk array.

(ii) transactions with the database are backed up locally once an hour.

(iii) The entire database is dumped and backed up once a day to a dump machine and to tape.

(iv) Database team members monitor the database server on a daily basis for irregularities or performance issues.

3 PHYSICAL SECURITY

1 Access into the data processing complex is controlled by electronic door locks and access badges.

2. Access to the Server Centre is controlled by another set of electronic door locks requiring access badges.

3. The computer systems themselves physically reside in lockable racks.