

Nielsen Business Media Email Order Form

Please type or print clearly and legibly:

Date _____

Publication List _____

Client _____

Purpose _____

Estimated Quantity _____

Requested Quantity _____

Purchase Order _____

Salesperson _____

Due Date _____

***5 business day turnaround standard, based on transmission schedule.**

Tracking: Yes _____ No _____

Billing Information: Billed by ePD (Div of ERA)

Bill Client

Bill Brand

Amount to Invoice Client: _____

Amount to Invoice Brand: _____

List Rental Agreement Signed Yes _____
(LRA)

Sample Approved Yes _____

Complete message, including Subject and From line must be forwarded to james.mcgoey@epostdirect.com for test and final transmissions.

Submitted By:

Name _____

Phone _____

Fax _____

Email _____

Bill To: (Please Print Clearly)

Company Name _____

Brand/Dept. _____

Contact _____

Address _____

City _____

State _____ Zip _____

Phone _____

Seed Names/Email Addresses

Selection Criteria (Attach Qualification Form of BPA Statement with selects indicated if necessary):

Approved by: _____ **Date** _____

Fax this form to Nikki Miller at 347-750-1546 with a signed List Rental Agreement (LRA). Please retain a copy for your file.



One Blue Hill Plaza, 16th Floor, Pearl River, NY 10965
(845) 620-0007 (800) 409-4443 FAX (845) 620-9035

E-MAIL LIST RENTAL AGREEMENT

BETWEEN LIST OWNER: NIELSEN BUSINESS MEDIA AND LIST RENTER:
THROUGH AGENT: OFFER: EMAIL PROMOTION
DATED:

This E-Mail List Rental Agreement (this "Agreement") is made today between NIELSEN BUSINESS MEDIA ("List Owner") and (List Renter", also referred to as "you" and "your") for the rental of any list (the "List") owned by List Owner, as ordered by you through e-PostDirect, Inc. ("e-PostDirect, Inc." or "EPD") as list manager for the List for one year from today's date. *The following terms and conditions will apply to this rental:*

1. You will provide to EPD a suppress file that will be de-duped against the mailing file. This file will include all email addresses that have opted-out of any previous messages sent by you or on your behalf.
2. You will include your physical postal address within the body copy of your message.
3. You will provide accurate and non-deceptive messages and subject lines.
4. In the event that ePD provides opt-outs to you from this campaign, you agree not to sell, lease, exchange, or otherwise transfer, release, or disclose the e-mail addresses provided for any purpose other than suppression from your future mailings.
5. LIST OWNER AND E-POSTDIRECT, INC. ARE PROVIDING USE OF THE LIST TO LIST RENTER "AS IS", WITH ANY AND ALL DEFECTS, ERRORS AND DEFICIENCIES. List Renter acknowledges and agrees that the aggregate liability of List Owner and EPD arising out of or related to this Agreement and the transactions contemplated hereby shall in no event exceed the total rental fee for the List that List Renter actually paid hereunder.
6. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, 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 New York.
7. A fax of a signed copy of this Agreement shall be as fully effective as an original.
8. LIST OWNER REQUIRES A RECIPROCAL RENTAL ON EVERY ORDER, WITH ANY MAILER THAT USES LIST OWNER'S EMAIL LISTS (PROVIDING THEIR LIST IS ON THE MARKET IF NOT ON THE MARKET THIS PASSAGE MUST BE CROSSED OUT). BY SIGNING BELOW THIS LIST RENTAL AGREEMENT THE MAILER AGREES TO THIS RECIPROCAL.

We have read this List Rental Agreement and agree to comply with the requirements stated above.

(Please fill in the spaces provided, sign, and return both pages to e-PostDirect, Inc. Thank You.)

LIST RENTER'S ACTUAL AUTHORIZED SIGNATURE ONLY (agent's signature not acceptable):

SIGNATURE By: _____ PRINTED NAME _____

TITLE _____ DATED ____ / ____ / ____

MAILER'S COMPANY NAME AND ADDRESS _____

PHONE NO.: _____ E-MAIL ADDRESS: _____

Nielsen Business Media Direct Mail/Telemarketing Order Form

Please type or print clearly & legibly:

Date _____

Sample Provided _____

Publication List _____

List Rental Agreement Signed _____

Client _____

Output:

Purpose _____

P/S Labels

Diskette

Estimated Quantity _____

EMail

Requested Quantity _____

Submitted By:

Purchase Order _____

Name _____

Salesperson _____

Phone _____

Due Date _____

Fax _____

***5 business day turnaround standard.**

Email _____

Billing Information:

Billed by ERA

Bill Client

Amount to Charge Client: _____

Bill Brand

Amount to Invoice Brand: _____

Bill To: (Please Print Clearly)

Ship To: (Please Print Clearly)

Company Name _____

Brand/Dept _____

Contact _____

Address _____

City _____

State _____ Zip _____

Phone _____

Company Name _____

Contact _____

Address _____

City _____

State _____ Zip _____

Phone _____

Selection Criteria (Attach Qualification Form of BPA Statement with selects indicated if necessary):

Approved by: _____

Date _____

Fax this form to Nikki Miller 347-750-1546 with a sample and signed List Rental Agreement (LRA). Please retain a copy for your file.



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