

Telemarketing List Rental Agreement

Mailer: _____ Job#: _____

List: _____ Mail Date: _____

Order# _____ Quantity: _____

In consideration of the rental by Telemarketer of certain Lists of telemarketing prospects (the “List(s)”) from _____-(List Owner), Telemarketer and _____-(List Owner) agree as follows:

1. Telemarketer shall use the List(s), whether they are supplied on galley, magnetic tape, or otherwise, only to conduct one telemarketing campaign, based on a script (the “Script”) which shall be approved by List Owner. Telemarketer shall not materially change the Script without List Owner’s approval.
2. List Owner shall provide Telemarketer with the List(s) only after List Owner has granted its approval of the Script.
3. _____-(List Owner), is not responsible for the accuracy of the self-reported phone numbers. Telemarketer must guarantee payment for names received. (Estimated accuracy is approximately 60%)
4. Telemarketer acknowledges that the List(s) and the names and addresses therein are a valuable asset and trade secret of _____-(List Owner) and constitute proprietary and confidential information of _____-(List Owner). Telemarketer agrees to maintain the List(s) in strictest confidence. Telemarketer shall not disclose, duplicate, reuse, transfer or otherwise reproduce or retain the List(s) in any form, or any part thereof. Telemarketer shall restrict the use and distribution of the lists among its employees and agents and contractors on a need-to know basis and shall take all reasonable steps to prevent any such disclosure, duplication, reuse, transfer or reproduction. Nothing in this paragraph shall

be Construed to limit Telemarketer's right to compile and use, or permit an agent or contractor to compile and use, a list of prospects responding favorably to the offer contained in the Script.

5. Telemarketer and its agents and contractors may use a match-code on the Lists for the purpose of the single campaign only. Without limiting the foregoing, the List(s) shall not be used in any manner to compile any data base. In the event that the match-code is lost, stolen, or misused, Telemarketer shall inform List Owner immediately by registered letter.

6. Telemarketer acknowledges that List Owner may monitor Telemarketer's compliance with this Agreement by a combination of one or more methods of computer control, planted and varied names and addresses.

7. Telemarketer shall be responsible for all damages, including loss of mailing list income, caused from the transfer, misuse, disclosure, duplication or reproduction of the List(s) while in the possession of Telemarketer. Telemarketer shall indemnify and hold List Owner harmless from any and all claims, damages, losses or expenses (including attorney's fees) which List Owner may incur as a result of the use of the Lists by Telemarketer or any of its agents or contractors in violation of this Agreement. In the event of a breach, or threatened breach of this Agreement, _____-(List Owner) shall, in addition to any other remedies, have the right to seek injunctive relief without proof of actual damages.

8. _____-(List Owner) shall not be liable for any loss or damage that may arise in connection with the furnishing, performance, or use of the List(s), including, without limitation, any indirect, special, incidental, or consequential damages. In no event shall Telemarketer be entitled to any monetary damages

against _____-(List Owner) in excess of the amount

paid to _____-(List Owner) for the List(s) hereunder.



9. This agreement shall be governed by the laws of the State of Florida. This agreement constitutes the entire agreement between the parties and supercedeall prior agreements or understandings.

Please fax this signed form to: Worldata (561) 241-7257

Company Name _____

Please Print your Name_____

Title: _____

Phone: _____

Authorized Signature_____ Date _____