



## Agreement for Supply of Email Marketing Database

This Agreement is made between:

The Supplier

**FTC MEDIA**

And

The Customers [Company Name]

[Company Name], a company registered in England with registered number [Company Number] whose registered office is at [Company Address].

Collectively referred to as [Trading Name]

### 1. The Services

This agreement sets out the basic terms with respect to which [Company Name] shall purchase on a non-exclusive basis a marketing database of [volume] unique consumer email address. These numbers are all guaranteed opted-in to receive information on similar products and services to that registered [Content Type] within the last 6 months from date of this agreement. Target audience is guaranteed over the age of 18 years old.

FTC Media will support all requests regarding Opt In status as follows.

- 1) FTC Media will supply full opt in records for the dataset on an individual basis on request. This opt in record will include:-
  - a) Time and date of opt in
  - b) IP Address
  - c) Website URL

### 2. Warranties & Indemnity

FTC Media warrants and represents:

- a.) that it has all rights, licences and consents to supply the Services in accordance with this Agreement, and as such supply shall not infringe the rights of any third party
- b.) it will comply at all times with the requirements of all relevant data protection legislation, including but not limited to The Data Protection Act 1998, the Telecommunications (Data Protection and Privacy) Regulations 1999, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and, to the extent that it deals with data protection, the E-Commerce Directive 2000/31/EC the DPA. CAMSPAM Act
- c.) it will perform its obligations under this Agreement with due care and skill
- d.) FTC will indemnify [Company Name] against all responsibility, liability and costs including regulatory fines with regard to the accuracy and validity of the MO Opt In status of the data records supplied.
- e.) FTC Media accepts no responsibility liability or costs, legal fees or otherwise including regulatory fines arising from any content promoted to the data supplied.

**3. General**

1) Any person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

2) This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of this agreement. Each party acknowledges and agrees that in entering into this agreement, it does not rely on and shall have no remedy in respect of, any statement, representation, warranty, understanding or promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.

3) The validity, construction and performance of this agreement shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this agreement.

4) A party shall be excused from performance hereunder to the extent that such performance is prevented, delayed or obstructed by an event beyond its reasonable control (an "Event of Force Majeure"), provided that if the Event of Force Majeure continues for a period of 30 days, the party not suffering the Event of Force Majeure may terminate this Agreement.

THIS AGREEMENT has been executed by or on behalf of the parties on the date at the top of page

\_\_\_\_\_  
For and on behalf of

**FTC MEDIA LTD**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date:

\_\_\_\_\_  
For and on behalf of

[COMPANY NAME]

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date: