

## MAIL HOUSE AGREEMENT

This Agreement, when signed by both parties, shall constitute our Agreement with respect to the computer generated mailing lists containing names and addresses of some, or all, of the files managed by **LAKE GROUP MEDIA, INC.**

We recognize that these lists and the names and addresses contained therein are a valuable asset and trade secrets of **LAKE GROUP MEDIA, INC.** clients and constitute proprietary and confidential information of **LAKE GROUP MEDIA, INC.** clients.

We agree that the list(s) are to be used only for the purpose of sorting, merging and purging duplicate names and/or producing computer generated labels or letters for the benefit of our designated client. We further agree that the list shall not be used for any telephone solicitation, unless specifically approved by the list owner, and that we will produce only a single set of printed labels or computer letters for our client and that such names, labels and/or letters will be used solely for a one-time mailing. We agree that any and all intermediate or subsidiary tapes created for our processing, on behalf of such client will be erased or destroyed promptly after the mailing.

We agree that the lists and the names contained therein shall be maintained in the strictest confidence. We shall not disclose, duplicate, reuse, electronically transfer or otherwise reproduce, directly or indirectly, said list(s), or any part thereof, or retain the list(s) in any form or any part thereof. We shall take all reasonable steps to prevent any person, entity, or corporation including, but not limited to, our client, from using, disclosing, duplicating or reproducing in any manner whatsoever, any information contained on the files, except as provided herein or to the extent that such lists must be reproduced in our authorized processing. We shall be responsible for all damages, including loss of mailing list income, which Lake Group Media clients may sustain by reason of any violation of the provisions of this Agreement or any misuse, transfer, disclosure, duplication or reproduction of the list(s) while in our possession. In the event of a breach, or threatened breach of this Agreement, Lake Group Media clients shall have the right, in addition to any other remedies, to seek injunctive relief without proof of actual damages.

**LAKE GROUP MEDIA, INC.** or its clients 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 damage. In no event shall we be entitled to any monetary damages against **LAKE GROUP MEDIA** for the amounts paid to you for the list(s) hereunder.

This Agreement shall remain in effect unless terminated by either party on thirty day's notice. The confidentiality and liability provisions herein shall survive the termination of this Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements or understanding with respect to the subject matter herein. This Agreement shall be governed by the laws of the State of New York.

**ACCEPTED AND AGREED:**

\_\_\_\_\_/\_\_\_\_\_  
*Authorized Signature*                      *Date*

\_\_\_\_\_  
*Print Signature*

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE#: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**ACCEPTED AND AGREED:**

\_\_\_\_\_/\_\_\_\_\_  
*Authorized Signature*                      *Date*

\_\_\_\_\_  
*Print Signature*

*LAKE GROUP MEDIA, INC.*

1 Byram Brook Place  
Armonk, New York 10504

914-925-2400

[www.lakegroupmedia.com](http://www.lakegroupmedia.com)