



Data Processing Agreement

This agreement is made the..... Day of..... 2011 between

Graffiti Media Group Ltd, 28 Bridge Street, Thetford IP24 3AG (Company Number 4622493 and hereinafter referred to as the Company)

And (hereinafter referred to as the Customer)

WHEREAS the Company has agreed to provide Services to the Customer; in accordance with the terms and subject to the conditions set out in this Agreement NOW IT IS AGREED as follows:

1. Definitions

For the purposes of this Agreement the terms set out below will have the following meanings:

1. "Company" means Graffiti Media Group Ltd.
2. "Customer" means an individual, partnership, body corporate, statutory body or any other body having legal personality as named above and/or on the order confirmation attached as Schedule 1.
3. "Service" or "Services" mean the service(s) set out in the order confirmation attached as Schedule 1.
4. "Agreement" means the contract between the Company and the Customer to perform the Services to which these terms and conditions apply, and include the Quotation.
5. "Data" is information, which is processed, or is recorded with the intention that it should be processed, by means of equipment operating automatically in response to instructions given for any direct marketing purposes, however it is accessed and whether or not it is in the form of a list.
6. "Quotation" or "Quotations" means the quotation and/or order confirmation given to the Customer in respect of the supply of the Services upon which are endorsed these terms and conditions of trading and attached as Schedule 1.
7. "Confidential Information" means secret or confidential commercial, financial, marketing, technical or other information, know-how, trade secrets, and other information in any form or medium of a party which, in relation to the subject matter of this agreement, is disclosed, before or after the date of this agreement, to the other party or its employees, agents or sub-contractors, or any part(s) of this information.
8. In this agreement, unless the context otherwise requires:
 - a) Words importing one gender will include all other genders and words importing the singular will include the plural and vice versa.
 - b) Where the Customer for the time being consists of two or more persons or entities, all obligations expressed or implied to be made by or with the Customer are deemed to be made with such persons or entities jointly and severally and such persons or entities will be jointly and severally liable for such obligations.
 - c) The terms "parties" or "party" mean the Company and/or the Customer.
 - d) Any reference to any statute or code of practice includes any extension, modification or replacement of it.
 - e) In every case where there is an obligation to pay a sum of money under this agreement such amount will be regarded as being exclusive of UK Value Added Tax which will (where appropriate) be payable in addition.
 - f) References in this agreement to any clause, sub-clause, schedule, appendix or annex without further designation will be construed as a

reference to the clause, sub-clause, schedule, appendix or annex to this agreement so numbered.

- g) The headings to the clauses, paragraphs, schedules and appendices of this agreement are used for ease of reference only and will not be taken into account in the construction of this agreement.

2. Terms of Contract

1. All Quotations made by the Company to the Customer will be deemed to be subject to these terms and conditions.
2. The Company reserves the right to refuse any order or Agreement without prior notice.
3. All Quotations made by the Company to the Customer shall be valid for thirty days from date of issue.
4. While every effort will be taken to inform the Customer in advance, the Company reserves the right to increase the price quoted for a Service if the costs increase between the date of issue of the Quotation and date of issue of the invoice.
5. An Agreement on these terms shall be created between the Company and the Customer upon receipt of the Data or the signed Quotation by the Company from the Customer by a means acceptable to the Company or a request from the Customer to the Company, by any acceptable means, to begin processing.
6. By sending Data to the Company or returning a signed Quotation to the Company the Customer is accepting in full the Company's terms and conditions of trading.
7. This Agreement represents the entire agreement between the parties in relation to the Services provided and supersedes all previous written or oral communications.

3. Obligations of the Company

In consideration of the Customer paying sums due to the Company under the Agreement the Company will:

1. Perform the Services specified in the Quotation on the Customer's Data provided.
2. Return the Data and carry out the Customer's instructions regarding the Data provided.
3. Archive the Data for a period of 30 days, commencing from the date of dispatch of the Data to the Customer, or for any other period, which has been agreed in writing between the parties. Customer Data will be backed up during normal backup procedures.

4. Obligations of the Customer

1. The Customer shall provide the Company with Data in a format and by a means acceptable to the Company, as agreed between the parties. If the Customer fails to do this the Company may, at its own discretion, correct the Data at its own expense or (subject to prior notification to the Customer) at the Customer's expense.
2. The Customer shall clearly define any instruction with regard to the processing of the Data.
3. The Customer warrants that none of the activities for which it has engaged the Services of the Company will constitute, involve or facilitate, directly or indirectly, the commission by the Company of any unlawful or illegal act or any offence (including without limitation the infringement of any laws relating to defamation, obscenity or indecency) or the infringement of the rights of any other person, firm or body corporate.

5. Copyright and Data Protection

1. The use of Data supplied by the Company and its suppliers is subject to various restrictions including but not restricted to the following:
 - a) The Customer must not use the Data for any unlawful purpose or any purpose likely to bring the Company or its suppliers into disrepute.

- b) The Customer agrees to abide by the Telephone Preference Service scheme which enables businesses to comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003 or any such regulations, which may replace them.
- c) The Company and the Customer warrant to each other that they each hold all necessary registrations, licences and consents including, but not limited to, those required by law and in particular under the Data Protection Act 1998 and will comply with and keep in force all such registrations, licences or consents and produce evidence of the same to the other upon request.
- d) Each party will in so far as it relates to the provision of the Services comply with all applicable provisions of the Data Protection Act 1998, (including the Data Protection Principles) and any other relevant codes of practice published by the UK Direct Marketing Association, the Advertising Standards Authority and any other recognised authority.
- e) All marketing or telemarketing Data supplied to the Customer is supplied on a single use basis unless otherwise agreed in writing.
- f) The Customer must not disclose copy or distribute to any third party any portion of the Data supplied by the Company and will only use the Data for their own internal purposes.

6. Confidentiality

1. Each party will keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this agreement, and will not use nor disclose the same save for the purposes of the proper performance of this agreement or with the prior written consent of the other party. Each party will only disclose Confidential Information to such employees, consultants, sub-contractors or agents who need to know such Confidential Information for the proper performance of the other party's obligations under this agreement and such disclosure will be made subject to confidentiality obligations equivalent to those set out in this agreement and each party will use its best endeavours to procure that any such employee, consultant, sub-contractor or agent complies with such obligations. Each party will be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
2. The obligations of confidentiality in this clause will not extend to any matter which a party can show is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this agreement; or was in its written records prior to the date of this agreement; or was independently disclosed to it by a third party entitled to disclose the same; or is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
3. Each party will establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of the information and Data of the other party in its possession and to prevent unauthorised access thereto or use thereof. In particular, each party will ensure that any such information and Data is only disclosed to any sub-contractors who need to know the same and who have signed a confidentiality undertaking agreeing to comply with the obligations of confidentiality imposed on the party under this agreement and, in particular, agreeing not to disclose any information relating to the other party's customers or its affairs to any third party.
4. The provisions of this clause will remain in full force and effect notwithstanding any termination of this agreement.

7. Liability

1. The Company will carry out the services with reasonable skill and care
2. The Company's liability to the Customer for any breach of this Agreement, negligence, misrepresentation or otherwise shall be limited to the price payable by the Customer under this Agreement. In no circumstances shall

the company be responsible for any consequential loss, however incurred, including without limitation loss of profit, business or anticipated saving.

3. Where any changes to the signed specification are agreed between the Customer and the Company, the Company reserves the right to change any agreed schedules and charges agreed under the Agreement.
4. Whilst every effort is made to ensure the accuracy of the Data, the Company cannot in any circumstance accept liability for any loss, inconvenience or damage (including loss of profits) occasioned by any error in the Data.
5. The Company cannot accept liability for any loss, inconvenience or damage (including loss of profits) occasioned by any error in the Data resulting from inaccurate Data provided by its business partners.
6. The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence or for fraudulent misrepresentation or to any extent not permitted by law.
7. Each provision of this clause limiting or excluding liability operates separately. If a court to be unreasonable or inapplicable thereof holds any provision or part the other provisions and parts will continue to apply.

8. Carriage, Delivery and Insurance

1. The Customer is responsible for the delivery of the Data to and for the collection of the Data from the Company's premises. Transport arranged by the Company on the Customer's behalf should be at the Customer's risk. Proof of sending does not constitute proof of receipt.
2. Unless otherwise agreed, while in the possession of the Company, all Data and materials shall be deemed to be held at the Customer's own risk. The Customer should arrange insurance cover accordingly.
3. In the absence of a written agreement to the contrary, any delivery date quoted is an estimate only. All timescales quoted shall commence on completion of receipt of Data and complete once output Data commences transmission. The Company shall not be liable for any loss resulting from delay in delivery however caused.
4. Without prejudice to these terms and conditions of trading, the Company will accept no liability for failing to meet delivery dates quoted, where the Data has not been delivered to the Company in sufficient time or does not conform to the requirements of the Agreement or if the Company is prevented from processing the Data by circumstances beyond its reasonable control including but not restricted to restrictions on the supply of energy, national emergencies, strikes, lockouts, trade disputes, fires, machinery or equipment breakdowns or staff shortages.

9. General terms and Termination

1. No variation of these terms and conditions shall be binding on the Company unless in writing and signed by duly authorised representatives of the Company and the Customer.
2. Any Service provided by the Company to the Customer over and above that specified in the Quotation shall be subject to additional charge and will be performed as soon as reasonably practicable.
3. In the event of any breach of the terms of this Agreement by either party which, if a breach is capable of rectification, is not rectified for a period of 30 days after written notification, then the injured party may (without prejudice to any other remedy or right of action it may have) forthwith terminate the Agreement by written notice to the guilty party.
4. In the event of either party being wound up, or have a receiver or administrator appointed over any of its assets who remains in possession of those assets for more than 14 days, the other party may (without prejudice to any other remedy or right of action it may have) forthwith terminate the Agreement by written notice to the other party.
5. If at any time any provision of this agreement is held to be or becomes invalid or unenforceable under any applicable law, the same will be deemed omitted from this agreement and the validity or enforceability of the remaining provisions of the agreement will not in any way be affected or impaired as a result of such omission.

6. English law will govern the validity, interpretation and performance of this agreement and the parties will submit to the non-exclusive jurisdiction of the English courts.

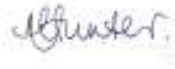
IN WITNESS WHEREOF this Agreement has been executed

SIGNED by)

)
On behalf of) Authorised Signatory
Graffiti Media Group Ltd)

Anne Hunter
Name

Director
Position



SIGNED by)

On behalf of) Authorised Signatory
Customer)

.....
Name

.....
Position