

2. THIS Agreement shall be for a period of one year commencing on the first day of April One thousand nine hundred and seventy-seven and shall continue thereafter until terminated by either party giving to the other 60 (sixty) days previous notice in writing to expire on the thirty first day of March One thousand nine hundred and seventy-eight or on any date thereafter.
3. THE Marketing Representative will act as Principal and collect and retain all monies due in respect of sales of Data Items.
4. (i) THE Supplier will on receipt of any order from the Marketing Representative pack and despatch by air freight or accelerated surface post at the expense of the Suppliers the Data Items in accordance with the instructions on the Order Form.

(ii) The Marketing Representative will supply the Supplier quarterly starting on the first day of July One thousand nine hundred and seventy seven with a report in a form acceptable to the Supplier of market penetration and sales effort in the Area.
5. (i) THE Marketing Representative will pay the Supplier for Data Items despatched under Clauses 4(i) hereof and 14 at the full list price less any approved customer discount and commission. For the purposes of this Agreement "full list price" shall mean the price at which the Data Items are offered for sale on the market outside the United Kingdom.

(ii) The Marketing Representative will be entitled to receive commission at the rate of 20 (twenty) per cent. of the net invoice value on all sales made under Clauses 4 (i) and 14 hereof.

(iii) The Supplier will on the date of despatch of any order under Clauses 4 (i) and 14 send an invoice to the Marketing Representative indicating clearly the amount due from the Marketing Representative under Sub-clause (i) hereof.

(iv) The Marketing Representative will pay to the account of the Supplier at the Royal Bank of Scotland Limited 60/62 Lombard Street London E.C.3 or any other account which shall be notified by the Supplier to the Marketing Representative the total amount shown as due on each such invoice after deduction of commission under sub-clause (ii) hereof within 28 days of the date of presentation of the invoice.
6. (i) THE Supplier will supply relevant promotional material to the Marketing Representative including audio visual script and slides.

(ii) The Supplier will supply samples of Data Items to the Marketing Representative. On the termination of this Agreement the Marketing Representative will forthwith return such samples in good and complete condition to the Supplier at the expense of the Marketing Representative or will pay to the Supplier the cost of any samples not so returned. The cost will be the list price ruling at the date of despatch of the samples to the Marketing Representative.

(iii) The Marketing Representative may add or insert translations for the guidance of Brazilian users in any of the promotional material and ESDU customer instructions supplied under this Clause but may not add to or amend the text of any Data Items or extract therefrom in any way either in Portuguese or in English subject to the provisions of Clause 13 hereof. The Marketing Representative will indemnify the Supplier against any costs claims actions or demands arising from any omission or inaccuracy in any such additions or amendments to the promotional material or in any ESDU customer instructions.