

7. BRASILIAN law shall apply to this Agreement and the parties hereby submit to the jurisdiction of the Brazilian Courts.
8. THIS Agreement is personal to the parties neither of whom shall be capable of or entitled to assign the benefit of any provision thereof to any other person firm or company without the written consent of the other PROVIDED that this restriction shall not apply of any assignment within the group of companies of which the Supplier forms a part.
9. EITHER party may terminate this Agreement forthwith by notice in writing if the other party:
 - (i) shall have committed any breach of its obligations hereunder or
 - (ii) shall have become insolvent or compound with its creditors or shall enter into liquidation whether compulsory or voluntary (except voluntary for the purposes of reconstruction or amalgamation).
10. ANY notice to be given under this Agreement shall be delivered or sent by first class recorded delivery post or full rate cable or telex to the Registered Office of the other party.
11. NOTHING contained in this Agreement shall be deemed to constitute a partnership between the parties.
12. THE Marketing Representative will use its best endeavours to inform all customers/purchasers of Data Items of the ESDU information and advice service and to refer any requests for advice or information of a technical nature to ESDU.
13. THE Supplier will notify the Marketing Representative when individual Data Items Volumes Sub-series or complete series are in any respect outdated by new or amended material. The Marketing Representative undertakes to inform all purchasers of Data Items during the term of this Agreement of such new or amended material.
14. THE Supplier will submit to the Marketing Representative a list of purchasers of Data Items in the Area who have agreed to purchase all new or amended Data Items on a standing order basis until such order is cancelled. These purchasers and any other purchasers not being handled directly by the Supplier and agreeing to purchase Data Items on a standing order basis will be supplied with new or amended Data Items by the Supplier as if the Marketing Representative had sent the order to the Supplier under Clause 4 (i) hereof and the provisions for payment set out in Clause 5 will apply.
15. THE Marketing Representative will meet the Supplier if requested by the Supplier to do so at least once in every 6 (six) months during the term of the Agreement to discuss sales and marketing under this Agreement.
16. THE Marketing Representative may adopt a trading description incorporating the title ESDU provided:
 - (i) the form of such trading description has been approved by Engineering Data Sales and it is used in such manner that the Data are clearly shown to be ESDU.