

(ii) the Supplier's marketing rights are not thereby infringed.

(iii) that the Marketing Representative is not empowered to modify ESDU Data in any way or to provide any technical service or advice in the name of or on behalf of ESDU.

17. (i) THE Marketing Representative hereby acknowledges that the copyright of all Data Items is vested in ESDU and reproduction of the Data Items in any form or by any means is not permitted. The Marketing Representative will observe and attempt to have third party observe the provisions of this Clause to all purchasers of Data Items in the Area and will forthwith advise the Supplier of any infringement.

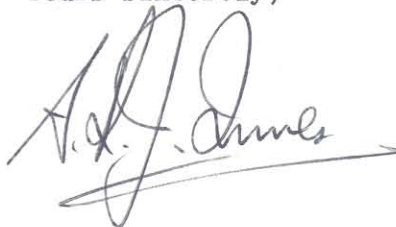
(ii) The Marketing Representative will not hire or loan or permit to be hired or loaned any Data Item to any other party.

18. THE Marketing Representative will be responsible for obtaining all import licences and custom clearance necessary to enable the Data Items to be delivered to purchasers in the Area. The Supplier will provide all documents reasonably required to assist the Marketing Representative in obtaining such licences and clearance.

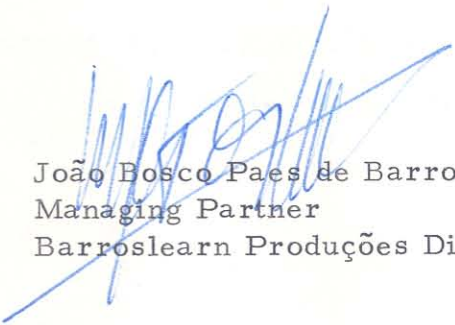
19. THE Marketing Representative will grant the Supplier or his duly authorised representative at any time after giving reasonable notice access to records reports and books of account at his place of business in the Area and will provide any information reasonably required by the Supplier or his representative in connection with technical requirements of purchasers and prospective purchasers.

I enclose a copy of this letter; please sign and return to me to signify your acceptance of its terms.

Yours sincerely,



A.K.J. Innes
Sales Director
ENGINEERING DATA SALES LIMITED



João Bosco Paes de Barros
Managing Partner
Barroslearn Produções Didáticas Ltda.