

results in damage of any nature whatsoever to SDC, it is hereby expressly agreed that SDC may, in addition to any other remedies it may have, seek injunctive relief from the courts.

(q) Upon termination of this Agreement, Representative shall promptly return all proprietary data furnished by SDC to Company.

(r) Arbitration. The parties hereto agree that in the event that any claim, dispute or misunderstanding arising out of or in connection with the fulfillment of either party's obligations hereunder, cannot be promptly resolved despite the good faith efforts of both parties, such matter shall be submitted for arbitration in accordance with the then outstanding Procedural Rules of Conciliation and Arbitration of the International Chamber of Commerce, and judgment upon any award rendered in such arbitration may be entered in any court in Brazil or the United States having jurisdiction for enforcement thereof. The seat of arbitration shall be in Los Angeles, California, United States of America, in cases referred by Representative against SDC, and in Sao Paulo, Brazil in cases referred by Company against Representative or such other site as may be mutually acceptable to the parties.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

SYSTEM DEVELOPMENT CORPORATION

By

Kenneth H. Barrabee
Name KENNETH H. BARRABEE

Title Contracts Manager

REPRESENTATIVE

By

José Bóris Passos de Barros
Name JOSÉ BÓRIS PASSOS DE BARROS

Title General manager