

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Tolson & Company Advertising, Inc.	British Trade Development Office

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The contract defines the terms and conditions with which the registrant designs and places advertising for the Invest In Britain Bureau, which is part of the British Trade Development Office, and is concerned with the locating of U.S. business in Britain.

INTERNATIONAL SECURITY
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REGISTRATION UNIT
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described in the answer to question 4 above.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

As described in the answer to question 5 above.

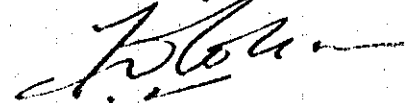
Date of Exhibit B

6/20/1985

Name and Title

F. R. D. TOLSON
PRESIDENT

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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**AGREEMENT
BETWEEN**

THE DEPARTMENT OF TRADE AND INDUSTRY
 acting on behalf of
THE SECRETARY OF STATE FOR TRADE AND INDUSTRY
 and
TOLSON & COMPANY ADVERTISING INC

JUN 28 4 07 PM '85
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OF JUSTICE
CRIMINAL DIVISION**

**INTERNAL SECURITY
SECTION
REGISTRATION UNIT**

Advertising Services for Investment in the United Kingdom

**Department of Trade and Industry
External Services Division**

June 1983

EMCAAG

AGREEMENT WITH TOLSON & COMPANY

THIS AGREEMENT is made the *20th* day of *July* 1984 BETWEEN THE DEPARTMENT OF TRADE AND INDUSTRY acting on behalf of THE SECRETARY OF STATE FOR TRADE AND INDUSTRY ("the Department") of the one part and TOLSON & COMPANY ADVERTISING INC whose registered office is situated at 300 East 42nd Street, New York N.Y. 10017 (hereinafter called "Tolsons") of the other part.

WHEREAS the Secretary of State for Trade and Industry in the discharge of his functions in relation to the encouragement of investment in the United Kingdom from overseas is desirous that certain publicity and advertising services relating thereto shall be supplied in the United States of America.

AND WHEREAS Tolsons is able and willing to supply such services.

NOW THEREFORE IT IS HEREBY AGREED, as follows:-

1. In consideration of the payments by the Department as hereinafter appear Tolsons shall plan, prepare and place advertising in the United States of America (hereinafter called "the Advertising Services") for the purposes hereinbefore recited.

Advertising Services

2. The Advertising Services will have the general aim of promoting investment in the United Kingdom of Great Britain

and Northern Ireland by companies and individuals in the United States of America and will include more particularly the following services:

- (a) studying the present and potential investment areas and markets in the UK;
- (b) creating, preparing and submitting for approval advertising ideas and programmes;
- (c) employing on the Department's behalf Tolsons' knowledge of the available ways that can profitably be used to advertise the benefits of investing in the United Kingdom;
- (d) preparing and submitting for approval estimates of the cost of these recommended advertising programmes;
- (e) writing, designing, illustrating or otherwise preparing advertisements;
- (f) ordering the space or other means to be used for the advertising and endeavouring to secure the most advantageous rates available;
- (g) checking and verifying insertions or other means used to such degree as is usually performed by agencies;
- (h) auditing invoices of space, the preparation of material and services;
- (i) assisting in the preparation of marketing plans and

promotional programmes;

- (j) assisting in the preparation of advertising research projects and reporting thereon, arranging field work as required, and participating in such research as necessary.

Commencement and Duration

3 This Agreement shall be deemed to have commenced on the first day of July 1983 and shall be for a term of one year certain from that date and if not determined by not less than three months' previous notice in writing given by either party to the other to expire on the term date shall continue thereafter until determined by notice of a like duration and nature given at any time and expiring on the last day of a calendar month.

Fees

4 The Department shall pay to Tolsons fees in respect of the advertising services herein before mentioned but such fees shall not be incurred without the prior approval of the Director or a Deputy Director in the Invest in Britain Bureau of the Department. The calculation of the fees payable shall include the following:-

- (a) payment at the standard advertised rate (published card rate) on all space and facilities purchased and at the engagement rate for actors or artists agreed in advance between the Department and Tolsons together with any

taxes, insurance, pension and welfare fund contributions or like additions applicable thereto, giving due allowance for any cash discount granted to Tolsons by the vendor if the Department pays Tolsons' invoices within the permitted discount period, provided that there is no overdue indebtedness by the Department to Tolsons at the time of payment;

(b) In the event of no agency commission being granted or allowed to Tolsons under clause 4(a) above the Department shall pay an agency commission of 17.65% of net costs in addition to the net costs thereof;

(c) In respect of all materials and services not falling within clause 4(a) above, which shall include artwork, engraving, typed compositions and all art, photographic, reprographic, production and mechanical expenses, the Department shall pay an agency commission of 17.65% of net costs in addition to the net costs thereof;

(d) In respect of work carried out by Tolsons at the request of the Department for the preparation of
(i) brochures, pamphlets, booklets, display pieces or similar material; or

(ii) a special assignment for market or other research or preparing material for seminars, conferences or similar functions

the Department shall pay Tolsons the price agreed upon in advance. If no such agreement as to price has been made the Department shall pay Tolsons at the standard rate for the work carried out, which standard rate shall have been duly notified in writing to the Department prior to the carrying out of the work.

(e) Where the Department authorises Tolsons to purchase materials from outside sources and incur expenditure on mail the Department shall pay the net costs save that where such purchases or expenditure entail the supply of the services of third parties the Department shall pay 17.65% of net costs in addition to the net costs thereof.

(f) The Department shall reimburse Tolsons in respect of such cash outlays as it incurs such as the cost of forwarding and mailing, long-distance telephone calls made at the Department's request, telegraphs and travel in connection with agreed services rendered to the Department.

Payment

5 The Department shall use all reasonable endeavours to pay Tolsons' invoices within 15 days of receipt of invoice in New York. In the event of the Department failing to pay Tolsons' invoices as hereinbefore set out and if as a result thereof Tolsons are prejudiced in respect of any discounts available to them then the Department shall

reimburse Tolsons in respect of any extra cost which results therefrom. Save as aforesaid the Department shall have no additional liability to Tolsons.

Records

6 Tolsons shall keep proper accounts in respect of all expenditure and of all contracts made pursuant hereto and proper records and original documents and vouchers in relation to such accounts and shall enable and permit the Department by its officers, servants, agents and persons appointed for the purpose to inspect the same at all reasonable hours in the premises of Tolsons or elsewhere as shall be reasonable and to take copies of the same and shall give to the Department all explanations in respect of such contracts and such accounts, records and vouchers as the Department shall reasonably require.

Safeguarding Property

7 Tolsons shall take all reasonable precautions to safeguard any of the Department's property entrusted to their custody or control but in the absence of negligence or wilful misconduct on Tolsons' behalf, they shall not be responsible for any loss, damage, destruction or unauthorised use by third parties of such property. Tolsons shall not be responsible for the return of any engravings after such engravings have been used in publications unless the Department has made a specific request for the return of the same before they are sent for publication.

Rights upon determination of the Contract

8 Upon the termination of this agreement, Tolsons shall transfer, assign and make available to the Department all property and materials in their possession belonging to and paid for by the Department. Any materials prepared by Tolsons but not used by the Department shall remain the property of Tolsons unless otherwise agreed between Tolsons and the Department.

9 In the clauses of the Agreement hereafter set out the expression "the Contractor" shall mean Tolsons and the expression "the Contract" shall mean this Agreement.

10 Insolvency

The Department may at any time by notice in writing summarily determine the Contract without compensation to the Contractor in the following events:-

if the Contractor shall pass a resolution, or the Court shall make an order, that the company shall be wound up, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order.

Provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Department.

Confidentiality Exploitation and Use of Information

11 (i) All information acquired by Tolsons in the course of the performance of Tolsons' services hereunder shall be treated by Tolsons as being acquired in confidence and shall not be used or disclosed to third parties otherwise than as shall be requisite for the performance of the services hereunder without the consent of the Department, and Tolsons' obligation to respect the confidential character of that information shall continue after the expiry of this Agreement without limitation of time.

(ii) Tolsons may retain copies of the information produced or collected pursuant to this Agreement but shall not publish such information and shall not exploit any such information commercially without the consent of the Department given in writing to such publication or exploitation, which consent may be withheld, or may be granted upon such terms and conditions as the Department in its absolute discretion shall see fit, and save as shall be permitted by such consent Tolsons shall use such information for the purposes of this Agreement and not otherwise.

12 Copyright

All rights in all data, material and information supplied or obtained from any Government Department

or Establishment or otherwise in any way from the Crown or exploitation of use (other than for preparation of the work) of any such material or information, shall belong exclusively to the Crown.

Law and Arbitration

13 This Agreement is and shall be considered to be an Agreement made in England and subject to English law, and all disputes, differences or questions which shall arise between the parties hereto with respect to any matter or thing arising out of or relating to this Agreement including the construction and interpretation hereof other than a matter or thing as to which the decision of the Secretary of State or of the Department is under this Agreement to be final and conclusive shall be referred to the arbitration of a single arbitrator to be appointed by the parties hereto jointly within 30 days of the date upon which one party shall serve written notice upon the other that such difference dispute or question shall be so referred and in default of such appointment shall be referred to the arbitration of an Official Referee of the Supreme Court of Judicature, in accordance with the provisions of the Arbitration Act 1950, as amended by the Arbitration Act 1979.

14 Transfer

The Contractor shall not give, bargain, sell, assign, or otherwise dispose of the Contract or any part thereof

or the benefit or advantage of the Contract or any part thereof without the previous consent in writing of the Department.

15 Corrupt Gifts and Payments of Commission

(i) The Contractor shall not:-

(a) offer or give or agree to give to any person in Her Majesty's service any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Her Majesty's Service or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for Her Majesty's Service;

(b) enter into this or any other contract with Her Majesty or any Government Department in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the representative of the Department.

- (ii) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts, 1889 to 1916, in relation to this or any other contract for Her Majesty's Service, shall entitle the Department to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination and/or to recover from the Contractor the amount or value of any gift, consideration or commission.
- (iii) Where the Contract has been determined under Clause (ii) of this Condition the Department may make alternative arrangements for completion of the work and recover from the Contractor any additional cost involved and any information previously provided by the Department.
- (iv) In any dispute difference or question arising in respect of:-
- (a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under Clause (ii) of this condition in respect of any loss resulting

from such determination of the Contract); or

(b) the right of the Department to determine the Contract; or

(c) the amount of value of any such gift, consideration or commission;

the decision of the Department shall be final and conclusive.

16 Liability for Injury

The Contractor accepts full responsibility as employer for all staff engaged by him and the Department has no liability for death injury loss or damage, however caused, or for third party or any other risks whatsoever.

Signed on behalf of the Secretary of State
for Trade and Industry

Susan Seymour
.....

in the presence of

J. G. [unclear]
.....

Signed for and on behalf of Tolson
and Company Advertising Inc

[Signature]
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