

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Tolson & Company Advertising, 300 East 42nd Street, New York, NY 10017		2. Registration No. 3661
3. Name of foreign principal Inward Ltd.	4. Principal address of foreign principal 1830 Sherman Avenue Evanston, IL 60201	

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Inward Ltd.
- b) Name and title of official with whom registrant deals. Naomi Lovinger, Vice President, North America

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party

- a) State the nature of the business or activity of this foreign principal

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b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title	Signature
April 18, 1988	F.R.D. Tolson President	

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	Inward Ltd.

Check Appropriate Boxes:

1. 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.
2. 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.
3. 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.

Design advertising and advise which publications should be utilized to carry their advertisements.

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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.

Advertising on behalf of Inward Ltd. to promote investment in North West England. }

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.

Advertising on behalf of Inward Ltd. to promote investment in North West England.

Date of Exhibit B

April 18, 1988

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.

Tolson & Company

March 30, 1988

Inward Ltd.
1830 Sherman Avenue
Evanston, Illinois 60201

Gentlemen:

We hereby agree to serve as your advertising agency in accordance with and subject to the following terms and conditions:

1. Our assignment shall relate to Inward Ltd.

During the term of this agreement we shall be the sole company charged with the responsibility of preparing and placing advertising with respect to Inward Ltd. in the U.S.A.

2. We shall perform the following services for you in connection with the planning, preparing and placing of advertising for your products and their marketing:
 - a. Create, prepare and submit to you for approval, advertising ideas and programs;
 - b. Employ on your behalf, our knowledge of available media and means that can be profitably used to advertise your products;
 - c. Prepare and submit to you for approval, estimates of costs of these recommended advertising programs;
 - d. Write, design, illustrate or otherwise prepare your advertisements;
 - e. Order the space, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available;
 - f. Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the order;

- g. Check and verify insertions or other means used, to such degree as is usually performed by agencies;
 - h. Audit invoices for space, material preparation and services.
3. The basis of our compensation shall be as follows:
- a. On all space and facilities purchased and talent engaged by us on your behalf, we shall bill you at the published card rates for space and facilities and at the authorized engagement rate for talent, plus any taxes, insurance, pension and welfare fund contributions, etc., applicable thereto.
 - b. If no agency commission is granted or allowed to us on any such purchase of space or facilities or on any engagement of talent, you agree that we may invoice you an amount which, after deduction of our cost, shall yield us fifteen (15%) percent of such amount as agency commission.
 - c. On all material and services other than media ordered from others by us on your behalf, including art work, engravings, type compositions and any and all art and mechanical expenses, we shall invoice you the net cost before deduction of cash discounts plus 17.65% of such net costs as agency commission.
 - d. If we prepare, at your request, brochures, pamphlets, booklets, display pieces or similar material, or if we undertake, at your request, special assignments such as market research or other research, or special assignments such as preparing material for functions, the charges made by us will be agreed upon in advance whenever possible. If no agreement were made, we shall charge you at our standard rates for the work performed by us. In addition, for materials or services purchased from outside sources under your authorization we shall invoice you the net costs before deduction of cash discounts plus 17.65% of such net costs as agency commission.

- e. You agree to reimburse us for such cash outlays as we may incur, such as forwarding and mailing, long-distance telephone calls at your request, telegraphing and travel in connection with services rendered in relation to your account.
 - f. Payment of our invoice is due on receipt of the invoice, and you agree to pay us within ten days of receipt of invoice and, where media invoices are concerned, before the agency has to pay the media for the space or time involved.
- 4. All purchase of space and facilities and all engagement of talent with respect to the advertising of your company shall be subject to your prior approval.
 - 5. We agree that any and all contracts, correspondence, books, accounts and other sources of information relating to your business shall be available for inspection at our office by your authorized representatives during ordinary business hours.
 - 6.
 - a. We shall take all reasonable precautions to safeguard any of your property entrusted to our custody or control, but in the absence of negligence on our part or willful disregard by us for your property rights, we shall not be responsible for any loss, damage, destruction, or unauthorized use by others of any such property.
 - b. We shall not be responsible for the return of engravings after their use in publications, unless you specifically request their return before they are sent to the publication.
 - 7. The term of this agreement shall commence on July 1, 1987 and shall continue in full force and effect until terminated by either party upon written notice of such intention given ninety (90) days in advance. Notices shall be deemed given on the day of mailing or in case of notice by telegram, on the day it is deposited with the telegraph company for transmission.

The rights, duties and responsibilities of this agency shall continue in full force during the period of notice, including the ordering and billing of advertising in print media whose closing dates fall within such period and the ordering and billing of advertising in broadcast media where the air dates fall within such period.

If the above accords with your understanding and agreement, kindly indicate your consent hereto by signing in the space provided below.

Very truly yours,

TOLSON & COMPANY ADVERTISING, INC.

By: 

Title:

President.

Accepted and Agreed:

By: 

Title: Vice President, North America