

THIS AGREEMENT made this 17th day of January, One thousand nine hundred and eighty (1980) BETWEEN PATENTEE NOMINEES PTY. LTD. a Company incorporated under the laws of the State of Western Australia, of 97 Broadway Nedlands, in the State of Western Australia, Commonwealth of Australia (hereinafter called "the Licensor" which expression shall where the context admits include its successors and assigns) of the first part AND TAU PTY. LTD., a Company incorporated under the laws of the State of Western Australia, also of 97 Broadway, Nedlands, in the State of Western Australia, Commonwealth of Australia (hereinafter called "the Manufacturer" which expression shall include its successors and assigns) of the second part AND JULIUS WILLIAM-ELISCHER also of 97 Broadway, Nedlands, in the State of Western Australia, Commonwealth of Australia (hereinafter called "the Patentee" which expression shall where the context admits include his legal representatives and assigns) of the third part AND SOLEX TRADING CO. PTE. LTD., a Company incorporated in Singapore having its registered office at 1606-A, 16th Floor, Shaw Towers, 100 Beach Road, Singapore 0718 (hereinafter called "the Licensee" which expression shall where the context admits include its successors and assigns) of the fourth part.

WHEREAS

(a) the Patentee is the proprietor of the patents particulars of which are set out in the First Schedule hereto and has granted an exclusive licence to the Licensor to make use

exercise and vend the inventions the subject of the patents throughout Singapore and Malaysia including the right to grant sub-licences or under-licences in respect of the same.

(b) the Manufacturer is possessed of certain "Know-How" as hereinafter defined and has granted the Licensor the right to exploit and commercialise said Know-How throughout Singapore and Malaysia including the right to grant sub-licences or under-licences in respect of the same, which said Know-How is not and will not be an infringement of the rights of any third party or parties.

(c) the Licensee is desirous of acquiring an exclusive right authority and licence to manufacture and sell building panels incorporating said inventions and utilising said Know-How throughout Singapore and Malaysia including the right to grant sub-licences or under-licences.

(d) the Manufacturer has made or otherwise will forthwith make applications for the registration of the trade mark "Styrofoam" in each of the registries in Singapore and Malaysia which trade mark is to be used in respect of said building panels and particulars of applications made are set out in the Second Schedule hereto and the Manufacturer has agreed to grant the Licensee the exclusive right authority and licence to use or apply or otherwise exploit the trade mark throughout Singapore and Malaysia including the right to grant sub-licences or under-licences in respect thereof upon each registration.

(e) the Licensee is desirous of acquiring from the Licensor the right authority and licence to use or apply or otherwise exploit said trade mark in respect of said building panels throughout Singapore and Malaysia including the right to grant sub-licences or under-licences.

NOW IT IS HEREBY AGREED as follows :-

1. In this Agreement the following expression shall unless the context otherwise requires have the following meanings:-

"THE EXCLUSIVE TERRITORY" shall mean Singapore and Malaysia.

"THE FACTORY" shall mean a factory or factories to be hereafter established by the Licensee or its assigns in any of the countries in the Exclusive Territory for the manufacture of the Licensed Products.

"THE KNOW-HOW" shall mean the technical engineering data drawings specifications operating manuals and other information appertaining or relating to or in respect of the manufacture of the Licensed Products which is necessary to enable the Licensee to practise the Processes properly and efficiently for the manufacture of the Licensed Products to a standard and quality similar to the standard and quality of the like goods manufactured by the Manufacturer and shall include:-

- (a) latest available details as to the materials to be used in the manufacture of the Licensed Products and their specification;
- (b) latest available details as to the methods of manufacturing and curing of the whole or part or parts of the Licensed Products and the plant, equipment and machinery required for manufacturing and handling the Licensed Products;
- (c) latest available details as to the method of assembly of the Licensed Products in a building utilizing the same
- (d) latest available details as to planning designs engineering and construction start-up and operation of a plant at the Factory;
- (e) information required to be furnished under provision of Clause 28 hereof.

"THE LICENSED PRODUCTS" shall mean building panels incorporating said inventions the subjects of the Patents and manufactured in accordance with the Know-How and any modifications and improvements thereto which shall have been communicated by either party to the other under the provision of Clause 28 hereof.

"THE PATENTS" shall mean the letters patent specified in the First Schedule hereto of which the Patentee is the proprietor and the particulars whereof are set out therein.

"THE PROCESSES" shall mean the processes and methods of working all of a secret and confidential nature which have been developed or otherwise acquired by the Manufacturer appertaining or relating to or in respect of the manufacture of the Licensed Products and shall include any improvements thereto, patentable or patented or otherwise, which shall have been communicated by either party to the other under the provision of Clause 28 hereof.

"PRODUCTION" shall mean the time when the first plant to be established by the Licensee or its assigns in the Exclusive Territory has been installed at the Factory and has been certified in writing by the Manufacturer to be capable of producing properly and efficiently not less than sixty (60) panels per bank of sixty (60) frames per working day of the Licensed Products. Such certification would only be acceptable following three (3) consecutive days of production at the certified rate.

"THE TRADE MARK" shall mean the trade mark "STYROCON".

2. The Licensor hereby grants to the Licensee the exclusive right authority and licence to manufacture and sell the Licensed Products incorporating said inventions and utilising the said Know-How including the exclusive right

authority and licence to use or apply or otherwise exploit the Trade Mark to the Licensed Products throughout the Exclusive Territory upon the terms and conditions herein contained with the right to the Licensee to grant sub-licences.

3. (a) The Licensee shall upon the execution of this Agreement pay to the Licensor the sum of ~~Five~~ Thousand Dollars (~~Five Thousand~~) Australian currency.

(b) The Licensee shall also pay to the Licensor the sum of ~~Five~~ Thousand Dollars (~~Five Thousand~~) Australian currency to be paid immediately prior to the departure of the technical representative from Perth in pursuance of Clause 24 herein.

(c) The Licensee shall further pay to the Licensor the sum of ~~Five~~ Thousand and Five Hundred Dollars (~~Five Thousand and Five Hundred~~) Australian currency within fourteen (14) days after the Factory commences Production.

4. The Licensee shall use the information and documents including Know-How and Processes supplied by the Licensor solely to enable it to manufacture the Licensed Products and shall further hold such information and documents as absolutely secret and shall not during the continuance of this Agreement or at any time after its expiration or termination disclose or permit the same to be disclosed to any person firm or company excluding only any Sub-Licensee and the subsidiary companies of the Sub-Licensee or associate companies over which the Sub-Licensee exercises management control.

5. The Licensee shall use its best endeavours to promote and extend the use and the sale in the Exclusive Territory of the Licensed Products, to meet the demand for the Licensed Products therein and to provide proper service facilities to bona fide purchasers of the Licensed Products.

6. The Licensee shall be entitled during the continuance of this Agreement to export from the Exclusive Territory to any country other than Australia and New Zealand the Licensed Products manufactured hereunder provided that the Licensee gives reasonable notice to the Licensor of its intention to export and provided that the Licensee has not received notice from the Licensor that it has entered into a licensing arrangement in the country concerned.

7. The Licensor hereby grants the Licensee an option to obtain an exclusive licence upon the same terms mutatis mutandis as the terms of this Agreement to make use exercise and vend the Patents and exploit and commercialise the Know-How and the Manufacturer hereby grants the Licensee the right to use or apply or otherwise exploit the Trade Mark for and in the manufacture use and sale of the Licensed Products in a country outside the Exclusive Territory, Australia and New Zealand on the condition that the Licensee exports not less than twenty thousand (20,000) square metres of the Licensed Products during any year of Production to that country and a certificate by an international firm of auditors to that effect shall be conclusive evidence of that fact.

8. The Licensee shall be entitled at any time and from time to time during the continuance of this Agreement to send not more than three (3) of its employees and or the employees of its Sub-Licensee at any one time to the Manufacturer's factory in Perth, Australia or any other factory nominated by the Licensor in Australia or elsewhere for instruction in the use and application of the Know-How and to study the production methods of the Manufacturer for the manufacture of the Licensed Products PROVIDED that such employees shall comply with any instructions given by the factory manager in relation to their safety and the regulations in force in that factory and that the airfare from the Exclusive Territory to and from such place and accommodation including all meals shall be paid by the Licensee. The Licensor shall provide transport for such employees between their hotel and the said factory wherever required. The Licensor shall expeditiously make the necessary arrangements on each occasion with the Manufacturer to receive such employees at the said factory and to instruct such employees in the use and application of the Know-How and the production methods of the Manufacturer for the manufacture of the Licensed Products.

9. As soon as the Manufacturer shall have registered the Trade Mark in a registry in the Exclusive Territory the Licensee shall enter into a formal registered user agreement with the Manufacturer and the Licensor in respect of the registration and shall execute any other documents

which shall be necessary to preserve the validity of that registration and such documents shall be registered wherever necessary at the expense of the Licensee. Upon such registration, the Licensee shall sell the Licensed Products under the Trade Mark but the Licensee shall be entitled to use or apply on the Licensed Products any other trade mark belonging to the Licensee and approved in writing by the Licensor (which approval shall not be unreasonably withheld).

10. (a) The Licensee shall not be entitled to assign the benefits of this Agreement or any part thereof or interest of the Licensee therein. Provided always that the Licensee shall be entitled to grant a sub-licence including the whole or any part of its benefits contained in this Agreement and the whole or any part of its interest herein to Hume Industries (Far East) Limited, a Company incorporated under the law of the Republic of Singapore and having its registered office at 13.7 km Bukit Timah Road, Singapore 2158 or any other parties for the manufacture and sale of the Licensed Products. Such entitlement shall also include the right to the Licensee to permit the said Hume Industries (Far East) Limited to sub-license the whole or any part of that company's benefits thereunder and the whole or any part of its interest thereunder only to its subsidiary companies and those of its associate companies over which it exercises management control.

(b) The Licensee hereby further agrees to procure that its Sub-Licensee and its subsidiary and associate companies will each observe the undertakings given by it hereunder as if each were a direct party to this Agreement.

11. The Licensee shall during the continuance of this Agreement pay to the Licensor by way of royalty a sum as follows:-

(a) In relation to the first year of Production, a royalty of ~~100,000~~ Thousand Dollars (~~100,000~~) Australian currency;

(b) In relation to the second and subsequent years of Production, a royalty of ~~100,000~~ Thousand Dollars (~~100,000~~) Australian currency per year.

12. The royalties payable to the Licensor by the Licensee shall be paid on a quarterly basis in each year of Production and the royalties to be paid in respect of the preceding three (3) months shall be paid in arrears and within fourteen (14) days of the last day of each quarter. The first quarter shall be deemed to have commenced as from the date of Production. 1 Feb 1981.

1st Quarter 1st Feb - 30th April
2nd Quarter 1st May - 31st July 14 - Aug + 30 days
3rd Quarter 1st Aug - 31st Oct.
4th Quarter 1st Nov. - 31st Jan.

13. Within fourteen (14) days prior to the expiration of the first year of Production and each year thereafter the Licensee shall exercise its option to continue with its Licence for the subsequent year. If the option is not exercised on the expiration of the fourteen (14) day period, subject to any extension of time granted thereto by the Licensor, the Licence shall be terminated subject to the terms of this Agreement. X

14. Within fourteen (14) days of expiration of the first year of Production and each year thereafter and on exercise of the option by the Licensee for the subsequent year the parties hereto shall confer and adjust the amount of royalty to be paid for the subsequent year by an amount corresponding to any inflationary increase in Singapore during the previous year as measured by the Consumer Price Index or like official measure of inflation as announced by the Government of Singapore and in the event of disagreement the amount of royalty in respect of the subsequent year shall be determined by arbitration as hereinafter provided. 7

15. The Licensee hereby undertakes to indemnify the Licensor against any lost claim damage cost expense or fee (including legal fees) which the Licensor may suffer or incur through any breach by all or any of the Licensee, its Sub-Licensee, the subsidiary companies of its Sub-Licensee or the associate companies over which its Sub-Licensee exercises management control of the provisions of this Agreement. ✓

16. The Licensor, the Manufacturer and the Patentee jointly and severally warrant that each of the Patents is valid and is not the subject of compulsory licensing in any of the registries in the Exclusive Territory and that the manufacture and sale of the Licensed Products and the use or application or exploitation of the Trade Mark in accordance with this Agreement is not an infringement of valid letters patent or rights not held by the Patentee, the Manufacturer and the Licensor or any of them.

17. The Licensor, the Manufacturer and the Patentee hereby jointly and severally undertake to indemnify the Licensee against any loss claim damage cost expense or fee (including legal fees) which the Licensee may suffer or incur through any breach by all or any of the Patentee, the Manufacturer or the Licensor of the provisions of this Agreement including but not limited to losses and damages in any infringement action.

18. In the event of the Licensee at any time during the continuance of this Agreement becoming aware of an infringement or alleged infringement of the Patents it shall forthwith notify the Licensor and the Licensee shall immediately commence proceedings to restrain the same in the name of the Patentee and the Patentee shall lend its name and do all things within its powers to promote the success of such proceedings.

19. The Licensor, the Manufacturer and the Patentee hereby grant the Licensee an option to obtain an exclusive licence upon the same terms mutatis mutandis as the terms of this Agreement to manufacture and sell the Licensed Products in

upon the said option to be exercised not later than twelve (12) months from the date hereof. In the event that the option is exercised the royalty payable shall be Thousand Dollars () Australian currency per annum so long as the Licence in respect of the Exclusive Territory remains in force.

20. The Licensee will at the request of the Licensor supply the Licensor with copies of its price lists sales literature advertising and other published material relating to the Licensed Products.

21. The Licensor, the Manufacturer and the Patentee shall not during the continuance of this Agreement make use or vend the Licensed Products within the Exclusive Territory or import or cause to be imported the Licensed Products into the Exclusive Territory or otherwise permit or cause to be permitted the doing of all or any of the same by any third party or parties and shall not grant any licence to any other person or persons company or corporation whatsoever to do all or any of the things described herein and licensed to the Licensee.

22. The Licensor, the Manufacturer and the Patentee shall not during the continuance of this Agreement carry on business in the Exclusive Territory or any part thereof or manufacture the Licensed Products in accordance with the

Know-How and otherwise or use exercise or vend the Patents or use or apply or otherwise exploit the Trade Mark and shall not do anything in any way to defeat the whole or in part the interests of the Licensee hereunder.

23. The Licensor shall upon payment by the Licensee of the said sum of ~~one~~ Thousand Dollars (~~one~~) Australian currency referred to in paragraph (a) of Clause 3 hereof immediately make available to the Licensee the Know-How including all other information technical data specification plant equipment machinery drawings and recommended factory layout relating to the manufacture use and sale of the Licensed Products and shall comply with its obligations under Clause 8 hereof.

24. The Licensor shall immediately arrange with the Manufacturer to make available and the Manufacturer shall immediately make available to the Licensee the services of a technical representative of the Manufacturer in such part or parts of the Exclusive Territory for a total period of eight (8) weeks in either one or two visits as may be requested by the Licensee to supervise the construction installation start-up and operation of a plant in the Factory and to instruct the Licensee in working the Know-How and Processes and to supervise the installation of the Licensed Products where required. The Licensor shall pay the airfare to the Exclusive Territory and hotel accommodation including all meals for the technical representative. It shall however be the responsibility of the Licensee to provide transport for the technical represen-

tative between his hotel and the Factory wherever required.

25. In the event of the Licensee requiring during the continuance of this Agreement at any time and from time to time the services of a technical adviser other than under the provisions of Clause 24 herein, the Licensor shall immediately arrange with the Manufacturer to make available and the Manufacturer shall immediately make available to the Licensee the services of a technical adviser for a period not exceeding one (1) week on each occasion upon one (1) week's notice and on payment by the Licensee to the Licensor of Singapore Dollars One Thousand and Seven Hundred (S\$1,700.00). The Licensee shall bear the cost of economy class return airfare from Perth to any point in the Exclusive Territory, hotel accommodation and all meals of such technical adviser.

26. The Manufacturer hereby undertakes to demonstrate to the Licensee the use of the plant equipment and machinery to be specified by the Licensor under the provisions of Clause 23 herein for the manufacture of the Licensed Products.

27. The Licensor warrants that the plant equipment and machinery to be specified by the Licensor under the provisions of Clause 23 hereof shall be capable of producing properly and efficiently not less than sixty (60) panels per bank of sixty (60) frames per working day of the Licensed Products to a standard and quality equal at least to the present standard and quality of the Licensed Products manufactured by the Manufacturer.

28. (a) Each of the parties hereto shall communicate to the other forthwith on becoming possessed thereof from time to time during the continuance of this Agreement (but not so as to prejudice the validity of any letters patent in respect of which application may be made) full and detailed information as to all modifications and improvements upon the Know-How, Processes and Licensed Products (whether the same be patentable or not) and each of the parties shall be entitled to use any such modifications or improvements for its own manufacturing operations without payment of additional royalty.

(b) The Licensor shall be entitled to apply for patent or like protection in its own name in respect of any modifications or improvements originating from the Licensee but shall not grant licences to any third party without agreeing with the Licensee as to what proportion of the royalty received by the Licensor in respect of the use of such modifications or improvements is to be paid to the Licensee.

29. This Agreement shall terminate automatically if the Licensee shall enter into liquidation whether voluntarily or otherwise except for the purpose of amalgamation or reconstruction or shall have a receiver appointed of the whole or substantially the whole of its assets or suffer execution to be levied against any of its assets.

30. The Licensee shall have the right after termination of this Agreement to sell its stocks of Licensed Products held at the date of termination subject to payment of royalty thereon as stipulated herein PROVIDED however that the right to sell the Licensed Products after termination shall be limited to a period of six (6) months from the date of such termination and further provided that the Licensee shall within seven (7) days of the date of such termination notify the Licensor in writing of the total quantity of Licensed Products on hand or actually ordered by it at that time.

31. The Licensee shall on termination of this Agreement return to the Licensor all documents in its possession relating to the Licensed Products which have been supplied by the Licensor and shall maintain the confidentiality of any information or documents relating to the Know-How which is made available to the Licensee as a result of this Agreement excepting such information that shall at or prior to such termination have come within public knowledge and shall not represent itself as being connected with the Licensed Products except as provided in Clause 30 hereof.

32. This Agreement shall be terminable by the Licensor forthwith by giving notice to the Licensee in writing if any royalty or other sum payable by the Licensee hereunder is in arrears and the Licensee fails to pay the same within thirty (30) days after receipt of a notice from the Licensor requiring it to pay the same.

33. This Agreement shall be terminable by the Licensor or the Licensee forthwith by giving notice to the other party if the other party shall commit a serious breach of its obligations hereunder and fails to remedy the same within thirty (30) days after receipt of a notice from the first party requiring it to remedy the breach.

34. The termination of this Agreement shall be without prejudice to any rights of either party against the other accrued up to the date of such termination.

35. This Agreement shall be deemed to have commenced on and from the 09th day of June, 1980 and shall continue in force for each of the residue of the term unexpired of each of the Patents and during any extended term thereof, unless terminated as provided in this Agreement.

36. Upon termination of this Agreement however arising all licences granted to the Licensee hereunder and any sub-licences granted by the Licensee to any third party or parties pursuant hereto shall ipso facto cease and determine.

37. (a) The Manufacturer and the Patentee as testified by their respective execution of these presents jointly and severally warrant that all the representations contained herein are true and fair and accurate and to accord complete protection of the Licensee's rights and interests herein.

(1) The Manufacturer undertake forthwith to apply for registration of the Trade Mark in each registry in the Exclusive Territory;

(ii) The Patentee undertake forthwith to apply for registration of the Patents in each registry in Sabah and Sarawak.

(b) The Manufacturer shall forthwith upon the registration of the Trade Mark in each registry in the Exclusive Territory do all such things and execute such documents and agreements as the Licensee is bound by Clause 9 of this Agreement to do so; and

(c) The Patentee shall forthwith execute licences in registrable form so as to enable the Licensee to register the same in the Registry of Patents in Singapore and the Registry of Patents in Malaya, and upon the registration of the Patents in each registry in Sabah and Sarawak the Patentee shall execute like documents for like purpose with the appropriate registries.

(d) The Licensor, the Patentee and the Manufacturer hereby jointly and severally undertake to renew maintain and keep alive the Patents in full force and effect and shall do all such things as shall be necessary by law to give effect thereto.

38. The Licensee shall reimburse the Licensor for half the costs involved in the payment of the British renewal fees payable in respect of the British Patents and necessary to maintain the Patents in full force and effect.

39. The Licensor shall during the continuance of this Agreement use its best endeavours and take such steps as lie within its powers and exercise such rights as it shall have to prevent the import into the Exclusive Territory of the Licensed Products or like products manufactured outside the Exclusive Territory.

40. The Licensee shall manufacture the Licensed Products in accordance with the Know-How, Processes, plans and specifications supplied by the Licensor and otherwise in accordance with the instructions given and standards set by the Licensor and shall permit the Licensor or its duly authorized representatives from time to time on reasonable notice to enter the factory and the Licensee's system of manufacture and the Licensed Products manufactured by the Licensee under this Agreement.

41. The parties hereto shall execute and do and procure all other necessary persons or companies, if any, to execute and do all such acts, deeds, assistance, acts and things as may be reasonably required so that full effect may be given to the terms and conditions of this Agreement and the interest of each of the parties hereto may be fully protected.

42. This Agreement shall be construed in all respects and for all purposes in accordance with Singapore law.

43. In the event of a difference arising between the parties hereto on the construction of this Agreement or any clause herein contained or any matter in any way connected therewith or the rights duties and obligations of either party hereunder it shall failing agreement between the parties hereto within three (3) months of the date of written notice of such difference being given by one party to the other be finally determined in accordance with the Arbitration Act (Chapter 16) of the Republic of Singapore.

44. Any notice to be given or statement to be rendered by either party to the others hereunder shall be deemed to have been properly given if the same is sent by pre-paid airmail registered post addressed to the registered office for the time being or the last known principal place of business of the party for whom it is intended and shall be deemed to have been received at the time when in the ordinary course of post it would have been delivered.

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

THE FIRST SCHEDULE

(a) Singapore

British Patent
No.

1385512

Singapore Regn.
No.

164/1978

Title

Laminated building
panel and method
of producing same.

British Patent
No.

Singapore Regn.
No.

Title

1481450

169/1978

Improvements in
faced building
panels.

(b)Malaya

British Patent
No.

Singapore Regn.
No.

Title

1385512

299/1978

Laminated building
panel and method
of producing same.

1481450

300/1978

Improvements in
faced building
panels

(Photocopies of each of the foregoing are annexed hereto and marked "A", "B", "C", "D", "E" and "F" for purposes of identification).

THE SECOND SCHEDULE

<u>Country</u>	<u>Application No.</u>	<u>Class</u>	<u>Description</u>
SINGAPORE	82248	19	Laminated building panels comprising outer face of relatively rigid asbestos or plastic material and an inner core of light-weight material.
MALAYA	M/83909	19	Laminated building panels comprising outer face of relatively rigid asbestos or plastic material and an inner core of light-weight material.

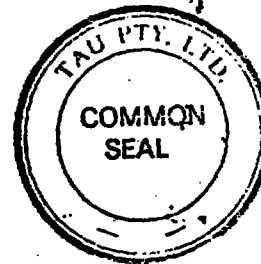
The Common Seal of PATENTEE
NOMINEES PTY. LTD., was here-
unto affixed pursuant to a
resolution of the Board of
Directors in the presence of:

E. V. Blackman
E. V. Blackman



The Common Seal of TAU PTY. LTD.
was hereunto affixed pursuant
to a resolution of the Board
of Directors in the presence of:

E. V. Blackman
E. V. Blackman



Signed Sealed and Delivered by
the said JULIUS WILLIAM ELISCHER
in the presence of:

R. May

J. W. Elischer

The Common Seal of SOLEX TRADING
CO. PTE. LTD. was hereunto affixed
pursuant to a resolution of the
Board of Directors in the
presence of:

Antappa
Chinnappa

