

LICENCE AGREEMENT

THIS LICENCE made the 20th day of August 1980
BETWEEN ALLWARE AGENCIES LIMITED of 57 Chiswell
Street, London EC1Y 4SY (hereinafter called the
Licensor) of the one part AND KEMTRON OPERATIONS
(SINGAPORE) PTE LTD of 8 First Lök Yang Road, Jurong
Town, Singapore (hereinafter called the Licensee)
of the other part.

WHEREAS :

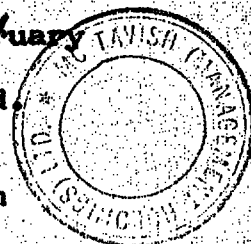
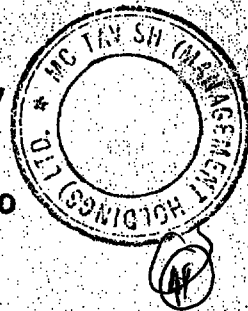
(A) The Licensor is the registered proprietor and
beneficially entitled to an invention in respect of
which Letters Patent of the United Kingdom and the
Isle of Man No 1,563,382 dated the 3rd day of February
1978 (sealed on 20th day of August 1980) were granted.

(B) The Licensor has re-sealed the United Kingdom
Letters Patent No. 1,563,382 in Singapore under Number
249/80 on 17th July 1980 and in Sarawak under No.
C-1497 on 25th July 1980.

(C) The Licensor has applied to re-seal the United
Kingdom Letters Patent No. 1,563,382 in the Territories
of Malaya and Sabah.

(D) Licensee is experienced in the marketing of goods
the subject matter of the said Letters Patent and
Application for Patent, and has the ability, experience,
staff and premises suitable for marketing goods as
aforesaid and the desire to market the same in the
countries particularised in the Schedule hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS :



01186

(42)

licence

1. In consideration of the royalties hereinafter reserved and of the Licensee's covenants hereinafter contained the Licensor grants unto the Licensee an exclusive licence in the countries particularised in the Schedule hereto (hereinafter referred to as "the Countries") to manufacture use sell lease and otherwise deal in Box Fans made in accordance with the invention the subject of the said Letters Patent (hereinafter referred to as "Box Fans") during the subsistence of the said Letters Patent in the Countries subject to determination as hereinafter provided.

Royalties

2. The Licensee shall during the continuance of this Agreement pay to the Licensor in the manner provided in Clause 4 hereof a royalty at the rate of two per cent (2%) or such other percentage royalty as may from time to time be mutually agreed upon of the net price of each Box Fan, made in accordance with the invention the subject of the said Letters Patent, sold, used, leased, hired, or otherwise disposed of by the Licensee.

Royalty on
determination
of Agreement

3. On the expiration or sooner determination of this Agreement the Licensee shall pay to the Licensor a royalty at the rate aforesaid based on the net selling price of the Licensee then current in respect of all stocks of the Box Fans manufactured as aforesaid and unsold by the Licensee and the Licensee shall thereafter be free to sell such stocks on which royalty has been paid.

Accounts

4. The Licensee shall keep true and detailed

(113)
accounts of all Box Fans manufactured and disposed of respectively hereunder and shall within fourteen (14) days after the last days of March June September and December render to the Licensor a true statement of all such articles manufactured and disposed of during the preceding three months' period and shall within the same period pay to the Licensor the amount shown to be due thereby and shall further within one (1) month following delivery of such statement allow the Licensor or his duly authorised agent to verify the same by comparison with the accounts kept by the Licensee.

de termination 5. If at any time the Licensee commits a breach
Licensor. of any of the provisions of this Licence and in the case of a breach capable of being remedied fails to remedy the same after thirty (30) days' notice of such breach has been given to the Licensee by the Licensor the Licensor may by notice in writing to the Licensee determine this Licence forthwith.

Marketing. 6. The Licensee shall mark all Box Fans with the number of the said Letters Patent before sale or offer for sale.

Marketing of 7. The Licensee shall at its own expense place
Licensed
Products. upon the market Box Fans of goods^{sh} marketable quality and shall during the continuance of this Agreement use all reasonable endeavours to promote the sale thereof and to obtain the best market price therefor and shall meet the market demand therefor in all parts

149

of the world where sales are permitted.

Power of
Entry.

8. The Licensee shall permit any duly authorised representative of the Licensor upon reasonable notice to enter into and upon any premises of the Licensee where any Box Fans are manufactured or stored by the Licensee for the purpose of inspecting the same and the manner of manufacture thereof and generally of ascertaining that the provisions of this Agreement are being complied with by the Licensee.

Indemnity.

9. The Licensee hereby agrees to indemnify the Licensor against any loss damage or expense which the Licensor may suffer or incur through any breach by the Licensee of the provisions of this Agreement including loss of damages in an infringement action.

Determination
of Agreement
and Licensees
by notice.

10. Either party shall have the right to determine this Agreement and the said Licence at any time upon giving to the other party six months' notice in writing to that effect.

Determination
of Agreement
and Licence
of royalties
are in arrear
or on default
or bankruptcy
of Licensee.

11. The Licensor shall have the right to determine this Agreement and the said License forthwith at any time by notice in writing to the Licensee upon the happening of any of the following events :

(a) if any royalty payable hereunder is in arrears for twenty-eight days after the same shall have become payable;

(b) if the Licensee shall commit a breach of any of the obligations on its part to be performed or observed herein and in the case of a breach

capable of rectification shall fail to rectify the same within thirty (30) days after notice is given to it by the Licensor requiring such remedy;

- (c) if the Licensee has a receiver or manager appointed to the whole or any part of its assets or if an order shall be made or a resolution passed for winding up the Licensee unless such order or resolution is part of a scheme of reconstruction of the Licensee.

Notice of
and proceedings
to prevent
infringements.

12. (1) The Licensee shall give notice in writing to the Licensor of any infringement or threatened infringement of the Letters Patent which shall at any time and from time to time come to its knowledge.

12. (2) If the Licensee establishes to the satisfaction of the Licensor that any firm person or corporation is making goods of the same description as the Box Fans and thereby infringing a patent or a registered design or amounting to passing off by imitation of get-up in competition with the Licensee to a material extent the Licensee may with or without formal permission of the Licensor take such steps to end such infringement, including the taking of legal proceedings in its own name and at its own cost, and the Licensor shall at the cost of the Licensee take all actions on its part to provide the Licensee with the consent documents and actions of whatsoever nature necessary to enable the Licensee to bring such legal proceedings in its

own name as aforesaid.

46

renewal fees. 13. The Licensor shall pay or procure the payment of all renewal fees necessary to keep in force the Letters Patent.

Licensee not dispute validity of Letters Patents. 14. The Licensee shall not at any time dispute the validity of the Letters Patent or any of the claims thereof or assist or advise any persons to do so or oppose the grant of Letters Patent pursuant to any application hereinbefore recited and shall not oppose any application by the Licensor for any extension of the term thereof.

warranty Licensor. 15. The Licensor does not warrant that the said Letters Patent are valid or that manufacture and sale of the Box Fans hereunder is not an infringement of any valid and subsisting Letters Patent not held by the Licensor.

Assistance in manufacture. 16. The Licensor will at the request and expense of the Licensee supply to the Licensee all information data and know-how relating to the Box Fans in the possession of the Licensor and which the Licensor is not prohibited from disclosing and any further information data and know-how relating to the said invention which may come into the possession of the Licensor during the continuance of this Agreement.

License non-assignable. 17. The Licensee may with the consent of the Licensor assign this Licence or grant a sub-Licence hereunder on terms and conditions similar to the terms and

conditions contained herein. Such consent shall not be unreasonably or arbitrarily withheld by the Licensor.

Date of
Commencement
of Agreement.

18. This Agreement shall be deemed to have come into force on the 28th day of May 1980 and shall be read and construed accordingly.

Service of
Notices.

19. Any notice consent or other communication authorised or required to be given hereunder or for the purposes hereof shall be deemed to be sufficiently given to either party if left at or forwarded by registered post recorded delivery service telex or telegraph addressed to such party at its registered office and every notice consent or other communication shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

SCHEDULE

THE PARTICULARISED COUNTRIES

- 1) The Republic of Singapore
- 2) Malaya
- 3) Sabah
- 4) Sarawak
- 5) ~~Brunei~~

IN WITNESS WHEREOF the parties hereto have
hereunto caused their respective Common Seals to be
affixed the day and year first abovewritten.

THE COMMON SEAL of
ALLWARE AGENCIES LIMITED
was hereunto affixed in the
presence of :-



DIRECTOR

Mr Yang
J. Y. Yang

SECRETARY

For and on behalf of
MC TAVISH (MANAGEMENT HOLDINGS) LTD.

[Signature]

THE COMMON SEAL of
KEMTRON OPEATIONS
(SINGAPORE) PTE LTD was
hereunto affixed in the
presence of :-

[Signature]

DIRECTOR

[Signature]

SECRETARY