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6. THE Joint New Company shall pay each year up to the thirty first December One thousand ninehundred and forty to the Montecatini Company by way of royalty a share in its profits which shall be determined in the manner set out in Annex "A" hereto

ANNEX "A"

FROM the total profits there shall be deducted in the first place a five per cent portion, which shall be carried to the reserve required by Japanese Law until this reserve shall have reached the prescribed minimum in the second place a sum equal to 8 per cent of the money invested in the Joint New Company shall be carried to the reserve for depreciation until this reserve shall have reached the value of the money invested in the Joint New Company in the third place a sum equal to eight per cent of the issued capital, which shall be divided among the shareholders by way of interest or dividend. The balance of the profits after these deductions and payments shall be called the First Remainder of which eight per cent shall be distributed to the Directors and employees as bonus in the following manner; three per cent for the Directors appointed by the Montecatini Company three per cent for the Directors appointed by the Dai Nippon Company and two per cent for the employees

A further eight per cent of the First Remainder shall be applied to the employees' pension fund. After this division, the further balance of profits shall be called the Second Remainder, of this second remainder there shall be paid 20%

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(twenty per cent) to the Montecatini Company as Royalty during the entire period of payments of such royalties as stated above

THE rest of the profits shall be divided among the shareholders.

THE twenty per cent must never be below the amount of a minimum royalty based on the producing capacity of the works of the Joint New Company calculated in the same manner as the minimum royalty payable under Project I.

THE THIRD SCHEDULE above referred to

(A) FORM OF NON-EXCLUSIVE LICENCE

THIS INDENTURE made the _____ day of _____ 1926
 B E T W E E N MONTECATINI SOCIETA GENERALE PER L'INDUSTRIA
 MINERARIA ED AGRICOLA (hereinafter called the Licensor) of
 the one part and THE DAI NIPPON JINZOHIRYO COMPANY LIMITED
 (hereinafter called the "Licensee") of the other part W H
 E R E A S by an Agreement made between the Licensor and
 the Licensee on the _____ day of _____ 1926 it was
 agreed that the Licensor should grant to the Licensee (inter
 alia) a Licence of under Japanese Patent No. _____ in manner
 hereinafter appearing N O W IT IS HEREBY W I T N E S S E D
 as follows:-

1. IN pursuance of such agreement and in consideration of
 the Licensees obligations contained in such agreement the
 Licensor hereby grants unto the Licensee full License and
 authority to make use exercise and vend the product or pro-
 ducts or any of them and to do all things which can be made
 used exercised vended or done under and in accordance with
 the specification of the said Letters Patent NO. _____ of

within Japan and Manchuria and all other countries

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(if any) in which the said Letters Patent shall have effect for the residue now unexpired of the term for which the said Letters Patent were granted and any extension or renewal thereof

2. THE Licensor hereby covenants with the Licensee that the Licensor has full power to grant the Licensee the Licence hereby granted

3. THE Licensor hereby covenants with the Licensee that during the said residue of the term for which the said letters Patent were granted or any such extended term the Licensee shall peaceably and quietly enjoy the rights and privileges granted by these presents without any interruption or interference by the Licensor or any person or persons or body corporate deriving title under it

4. IT shall be lawful for the Licensee in the name of and at the expense of the Licensor to take or defend all legal proceedings necessary to protect the said Letters Patent and to prevent any infringement thereof and the Licensor will give to the Licensee for such purpose all information and assistance in its power

5. THE Licensor will pay all renewal fees in respect of the said Letters Patent.

(B) FORM OF EXCLUSIVE LICENCE

THIS INDENTURE made the day of 192
B E T W E E N MONTECATINI SOCIETA GENERALE PER L'INDUSTRIA
MINERARIA ED AGRICOLA (hereinafter called the Licensor)
of the one part and THE DAI NIPPON JINZOHIRYO COMPANY LIMITE
D (hereinafter called the Licensee) of the other part

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WHEREAS by an Agreement made between the Licensor and Licensee on the 16th day of March 1926 it was agreed that the Licensor should grant to the Licensee (inter alia) a Licence under Japanese Patent No. in manner hereinafter

appearing **NOW IT IS HEREBY WITNESSED** as follows:-

1. IN pursuance of such Agreement and in consideration of the Licensees obligations contained in such agreement the Licensor hereby grants unto the Licensee full and exclusive Licence and authority to make use exercise and vend the product or products or any of them and to do all things which can be made used exercised vended or done under and in accordance with the Specification of the said Letters Patent No. of within Japan and Manchuria and all other countries (if any) in which the said Letters Patent shall have effect for the residue now unexpired of the Term for which the said Letters Patent were granted and any extension or renewal thereof
2. THE Licensor hereby covenants with the Licensee that the Licensor has full power to grant the Licensee the Licence hereby granted
3. THE Licensor hereby covenants with the Licensee that during the said residue of the term for which the said Letters Patent were granted and any such extended term the Licensee shall peaceably enjoy the rights and privileges granted by these presents without any interruption or interference by the Licensor or any person or persons or body corporate deriving title under it
4. It shall be lawful for the Licensee in the name of the Licensor to take or defend all legal proceedings necessary

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to protect the said Letters Patent and to prevent any infringement thereof and the Licensor will give to the Licensee for such purpose all information and assistance in its power but the Licensee shall pay and shall indemnify the Licensor from and against all costs and expenses incurred in so doing.

5. THE Licensee will pay all renewal fees in respect of the said Letters Patent

THE FOURTH SCHEDULE above referred to

LIST OF PATENTS

FOR ITALY

PATENT OF THE ENGINEER GAICONO FAUSER

Apparatus Fauser system for the production of synthetic ammonia (original inventions)

Concession of 5th May 1924

207.128
597-14

Apparatus for the production of synthetic ammonia (improvement in the columns of synthesis)

Concession of 7th October 1924

233.775
637-217

Pump for injection of water into the columns for absorption of ammonia

Concession of 23rd October 1924

234.199
642-95

Electrolyser, Fauser system for the production of hydrogen and oxygen (original inventions)

Concession of 6th November 1923

198.936
365-246

Concession of 6th May 1924

207.128
597.123

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Electrolyser for the production of hydrogen and oxygen
(latest improvement)

Concession of 25th November 1924

234.815
648.226

Process Fauser System, for the production of NITROGEN
extracted as a by-product from the residual gases of the
oxidation of ammonia

Concession of 17th January 1925

207.127
664.14

Process for preparing a mixture of air and ammonia
intended for the production of NITRIC AC ID

Concession of 22nd July 1924

231.808
601.109

Process for the oxidation of ammonia and the production
of NITRIC AC ID

Concession of 25th November 1924

234.814
648.225

J A P A N

Electrolyser Fauser System for the production of hydrogen and
oxygen Granted on 29th September 1924 (13th year of Taisho) No.
61.272

Accepted on 1st August 1923 (12th year of Taisho)

Apparatus, Fauser system for the production of synthetic ammonia
Granted 15th April 1925 (14th year of Taisho) No.63787

A S W I T N E S S the hand of

the president of the said

Montecatini Company duly authorised to execute these presents
for and on behalf of the said Montecatini Company contained in
this and the fourteen preceding pages each of which has been
initialled by me

DATED 16 February 1929.

THE MONTESANTINI COY.

- and -

THE DAI NIPPON COY LTD.

AGREEMENT
SUPPLEMENTAL TO AGREEMENT
of 16th March, 1926.

A. L. Bryden & Williams,
3/4, Clements Inn,
Strand, W.C.2.

16.2. 1929.

T H I S AGREEMENT made the 16 Sixth February day of 1929
B E T W E E N Montecatini Societa Generale per L'Industria
Mineraria ed Agricola of Milan Italy (hereinafter referred to as
the "Montecatini Company") of the one part and The Dai Nippon
Jinzohiryo Company Ltd. of Japan (hereinafter referred to as the
"Dai Nippon Co.") of the other part is SUPPLEMENTAL to an agreement
relating to the working and exploitation of the Fauser process in
the Japanese Zone dated the 16th day of March 1926 made between the
same parties and hereinafter referred to as the 1926 agreement
NOW IT IS HEREBY AGREED AND DECLARED as follows:-

1. The expressions Fauser process and patents, Japanese Zone,
capital sums, capacities, royalties, tons nitrogen, declared capacity
and similar terms and expressions shall have the same meaning in
this agreement as in the 1926 agreement.
2. The Dai Nippon Coy will by itself or through its Subsidiary
Companies increase the capacity of the existing plant by a capacity
of 4,000 ten nitrogen minimum p.a. in the year 1929 (making a total
capacity, with the existing plant, of 9,000 tons nitrogen p.a.) and
will further increase the capacity by a capacity of 11,000 tons
nitrogen minimum p.a. by the 31st December 1931 (making a total
minimum declared capacity of 20,000 tons nitrogen p.a.).

Such increases may be made either by the extension of the
existing plant or by the erection of new plant or partly by one means
and partly by the other. The minimum capacity of 20,000 tons

nitrogen p.a. shall be inclusive of all plants erected solely by the Dai Nippon Coy and its Subsidiary Companies.

3. The Montecatini Coy agrees and confirms that on these conditions the Dai Nippon Coy is entitled to the sole and exclusive Licence for the Japanese Zone of the Fauser process and of the various patents mentioned in the 1926 agreement and hereby grants and confirms to the Dai Nippon Coy the sole and exclusive right to manufacture and sell under the Fauser process and the said patents in the Japanese Zone and it agrees also to execute such legal or formal deeds and documents as may be necessary to give effect to this clause.

4. The Capital sums annual royalties and minimum royalties mentioned in clause 3 of the First Schedule to the 1926 agreement shall be revised as follows:-

(a) CAPITAL SUMS	Amount per ton nitrogen p.a. capacity.
On the first 20,000 tens nitrogen p.a. of the total capacity	40 yen
On the next 10,000 tens nitrogen p.a. (i.e. from 20,000 tens to 30,000 tens)	40 yen less 25%
On any further extensions or new plant (i.e. from 30,000 tens upwards)	40 yen less 50%

The total capacity mentioned above includes only the plants in clause 2 and the declared capacity of the plant in respect of which payment is being made.

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(b) The annual royalties shall be as follows:-

Production	Annual royalty
On from 0-5,000 tons nitrogen	5% of sale price calculated as provided in 1926 agreement
On from 5,000-20,000 tons	2 $\frac{1}{2}$ % of sale price calculated as above.
On from 20,000-30,000 tons	2 $\frac{1}{2}$ % of sale price calculated as above less 25%
On from 30,000 tons upwards	2 $\frac{1}{2}$ % of sale price calculated as above less 50%

(c) The minimum royalty shall be 60% of the royalty which would have been payable if the plants had produced to their declared capacities.

5. The capital sum relating to the increase of 4,000 tons in question in clause 2 of these presents shall be payable $\frac{1}{2}$ on the 30th June 1929, $\frac{1}{2}$ (the remainder) on the 31st December 1929. The royalty in respect of this increase shall be reckoned from the date on which the extension shall begin production; in any case, and for full production not later than the 31st December 1929, even if the installation were not running.

The capital sum relating to the new plant or extension of 11,000 tons mentioned in Clause 2 of these presents shall be payable; $\frac{1}{2}$ on the 31st December 1930, and the balance at the time when the installation shall begin to operate, and in any case not later than the 31st December 1931.

The royalty in respect thereof shall be payable from the date

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on which the new plant or extension shall begin production; in any case, for full production from the 31st December 1931, even if the installation were not running.

The minimum royalty of the 60% either in the case of the increase of 4,000 tons, or in the case of the increase of 11,000 tons, may only be applied after it has been ascertained that the installations relating thereto are in full industrial operating condition.

PROVIDED THAT the Dai Nippon Company shall make every effort to complete the new plant or extension by the 31st December 1931, if circumstances beyond its control or unusual difficulties in the construction of this plant or extension occur, which prevent it being completed by the 31st December 1931, the capital sums shall likewise be paid on the basis of the installation of 11,000 tons minimum at the times specified, and the balance by the 31st December 1931. The royalty, however, shall be due only from the date on which the new plant or extension shall be ready to operate, and in any case and for full production, from the 30th June 1932, but the royalty shall be paid for a period of 10 years, that is to say, if, for example, the installation were in full operation on the 30th June 1932, the royalty shall be due up to the 30th June 1942.

The capital (principal) sums relating to all other plant or extension exceeding a total capacity of 20,000 tons, shall be paid within a time to be agreed, the bases on which the time of payment for the first 20,000 tons was established remaining unaltered. It is agreed, in like manner, as regards the royalties.

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6. The Dai Nippon Company shall have the full right of granting sub-concessions in the Japanese zone, on the basis of the present agreement and that of March 1926, on the condition, of course, that the principal sums and the royalties shall be applied entirely, that is to say, 40 yen for each ton of nitrogen of annual capacity of the installation, and royalty of 2½% up to 20,000 tons, applying the reduction of the 25-50% from 20,000 tons upwards.

It therefore remains clearly agreed that in no case will it be possible to take as a basis, in order to determine the reductions, the installations made by the Dai Nippon or by other sub-concessionaires, it being understood that in order to enjoy the reductions, each concessionaire must, in all cases, pay the principal sums and royalties entirely without reduction until the completion of 20,000 tons of nitrogen per annum.

All the clauses and conditions of the agreement of March 1926 remain in force if they have not been cancelled or modified by the present agreement.

It is hereby agreed that the Dai Nippon Company shall be bound to effect the payment of the principal sums and the minimum royalty on a total capacity now straightway declared of 20000 tons per annum of nitrogen and this even if it does not instal a plant of this capacity. =

If the Dai Nippon Company does not make the payments due under the terms of the agreement then the Dai Nippon Company shall surrender the exclusivity and in that event it renounces, putting forward any plea justified or unjustified as regards the application in Japan of all or part of the Feuser processes, declaring, on the contrary, that it will facilitate in every way the solution of any dispute which might arise on this question. =

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In case of the loss of the exclusivity, the Montecatini Company shall at all time have the right to recover the capital sums and royalties due by action in the Courts of law.

"Subsidiary Companies" shall be those in which the Dai Nippon Company has the majority absolute of power under the Japan Laws necessary to realise any operation also with the special majority under the Japan Law for the amalgamation dissolution etc.

(56)

Dated 28 april 1933

Montecatini

Societa Generale per L'industria
Mineraria ed Agricola

_____ and _____

The Dai Nippon Jinzochiryo
Company Limited

AGREEMENT

THIS AGREEMENT made the twentyeighth day of April 1933
BETWEEN MONTECATINI SOCIETA GENERALE PER L'INDUSTRIA
MINERARIA ED AGRICOLA (hereinafter referred to as "Montecatini")
of the one part and THE DAI NIPPON JINZOHIRYO COMPANY LIMITED of
Japan (hereinafter referred to as "Dai Nippon") of the other part
WHEREAS The Montecatini Company have made proposals for the
settlement by compromise of the disagreement with Dai Nippon
in the interpretation of the contract between them dated the
Sixteenth February One thousand nine hundred and twenty-nine
(hereinafter referred to as the 1929 Agreement) which proposals
Dai Nippon have accepted

NOW IT IS HEREBY AGREED as follows:-

1. (a) In this Agreement the expression "Dai Nippon's capacity"
means the total capacity of the plants from time to time installed
by Dai Nippon and by any subsidiary company or companies and does
not include the capacity of any sub-concessionnaire which is not
a subsidiary company.
(b) The expression "subsidiary company" has the meaning defined
by the last paragraph of Article 6 of the 1929 Agreement.
(c) The rates of royalty and minimum royalty set out in article
4 of the 1929 Agreement apply only to Dai Nippon's capacity.
Similarly it is Dai Nippon's capacity which is referred to in
Article 6 of such Agreement as being straight away declared at
Twenty thousand tons and upon which capacity such Agreement states
that Dai Nippon is bound to effect the payment of principal sums
and minimum royalty even if a plant or plants of this total
capacity are not installed.
2. (a) Therefore as Dai Nippon has already paid to Montecatini

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capital royalty in respect of a total capacity of twenty thousand tons of nitrogen per annum, no capital royalty will be payable by Dai Nippon or any subsidiary company in respect of the capacity of any plant which may be hereafter installed either by Dai Nippon or by any subsidiary company unless Dai Nippon's capacity shall exceed twenty thousand tons of nitrogen per annum. Beyond this limit Dai Nippon shall be bound to pay the capital royalty provided by Article 4 (a) of the 1929 Agreement.

3. Production royalty shall be paid by Dai Nippon to Montecatini upon the annual production calculated upon the actual production of Dai Nippon's capacity but not less than a minimum annual royalty equal to sixty per cent of the full production royalty which would be payable if the total annual production of Dai Nippon's capacity were actually twenty thousand tons nitrogen per annum. Production royalty on the above scale has been paid up to date.

4. Dai Nippon assumes the following engagements:-

(a) Dai Nippon will install or cause to be installed a plant using the Fauser Process of the capacity of not less than ten thousand tons nitrogen per annum which plant is to be in operating condition not later than the thirtieth June One thousand nine hundred and thirty-four. Such plant may be installed on the terms specified in Sub-clauses (b) and (c) below of this present Article by a Japanese Company holding a sub-concession from Dai Nippon under the first paragraph of Article 6 of the 1929 Agreement and not being a "subsidiary company" as defined by the last paragraph of said Article 6.

(b) (1) Dai Nippon will pay or cause to be paid to Montecatini (instead of the forty yen requisite under the first paragraph of

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said Article 6) capital royalty of thirty yen for each ton of nitrogen of annual capacity of the installation, that is thirty yen on ten thousand tons, namely three hundred thousand yen.

This sum of three hundred thousand yen is to be paid to Montecatini not later than the Thirtieth September one thousand nine hundred and thirty three and a guarantee for such payment to be given by a London clearing house bank within the period below mentioned.

(ii) In case of any further increase of the plant over ten thousand tons per annum capacity, Dai Nippon will pay or cause to be paid to Montecatini as capacity royalty thirty yen for each ton of annual capacity over ten thousand tons nitrogen up to the first twenty thousand tons of nitrogen less twentyfive per cent on the next ten thousand tons (i.e. twenty thousand to thirty thousand tons) and less fifty per cent on all further increase (i.e. from thirty thousand tons upwards.)

(c) (i) Dai Nippon also will pay or cause to be paid to Montecatini Annual Production Royalty of two and a half per cent calculated on the sale price obtained by the sub-concessionnaire on the actual production, in the manner provided under the heading "Annual Royalties" in Clause 3 of the First Schedule to the 1926 Agreement, but in any event this royalty shall not be less than sixty per cent of the full annual production royalty which would be payable if the total annual production of the sub-concessionnaire was actually ten thousand tons nitrogen per annum.

(ii) If the installed capacity exceeds ten thousand tons a year of nitrogen, production royalty will be also two and a half per cent (calculated in the manner above) up to a production of twenty thousand tons a year.

(iii) In respect of productions over twenty thousand tons royalty will be payable at two and a half per cent less twenty five per cent up to

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thirty thousand tons production and at the rate of two and a half per cent less fifty per cent for productions over thirty thousand tons nitrogen. The above annual royalty or royalties shall be payable for ten years from the First July One thousand nine hundred and thirty four.

5. (a) In respect of all sub-concessions other than that contemplated by Article 4 of this Agreement thirty yen shall be substituted for forty yen as the capital royalty payable to Montecatini under the First paragraph of Article 6 of the 1929 Agreement, the annual production royalty payable under said article 6 remaining unchanged.
- (b) It is to be understood that neither the first and second paragraphs of Article 6 of the 1929 Agreement nor the present Article 5 of this Agreement have any application to the royalties payable by Dai Nippon and/or "subsidiary companies" of Dai Nippon, which royalties payable by Dai Nippon and/or its "subsidiary companies" are to be regulated by Articles 1 and 3 of this present Agreement.
- (c) All royalties, however, are payable and to be paid to Montecatini through Dai Nippon and not directly by any subsidiary company or sub-concessionaire.
- (d) In this connection Dai Nippon is directly liable to Montecatini also for these payments as fully as if directly due from Dai Nippon.
6. (a) In case of full or partial inexecution of the payments stipulated in this present Agreement then it shall be considered that no Agreement between Montecatini and Dai Nippon has been come to on the proposals upon which this Agreement has been come to and particularly as to Article 3 of this Agreement and Montecatini will reacquire its full and entire liberty of action in connection with the divergencies between the parties and similarly Dai Nippon will reacquire liberty of action.

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(b) In order to operate Article 6 (a) it is hereby provided that if Montecatini shall consider that there shall have been any such inexecution of the payments stipulated in this present agreement Montecatini shall give to Dai Nippon a notice by cable specifying the particular non-payment complained of and requiring Dai Nippon to remedy the inexecution by making payment within fifteen days after the date of said notice by cable. Upon Dai Nippon continuing in default after the expiration of the said fifteen days it shall be considered that this Agreement has become null and void to all effects. If this agreement should become null and void to all effects, it shall not be relied upon and referred to by Dai Nippon as showing Montecatini's interpretations of the disputed clauses of the Agreement of the Sixteenth February One thousand nine hundred and twenty nine.

(c) But so long as the payments stipulated in this Agreement are made Montecatini confirms that Dai Nippon has the sole and exclusive rights for the Japanese zone in the Fauser process and patents (including all improvements made during any period in respect of which annual royalty is paid) and by making such payments Dai Nippon shall be considered as having fully complied with all obligations.

7. (a) In order to safeguard and confirm the exclusive rights of Dai Nippon in the Japanese zone to the Fauser Process, patents and improvements, Montecatini hereby agree to grant to Dai Nippon whenever required such general procuration or general procurations "ut alter ego" in such form as Dai Nippon shall require from time

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to time in order to enable Dai Nippon to act according to Japanese Law against all infringements in Japan of the Fauser process and to prevent the manufacture or sale in the Japanese zone of any products manufactured under the Fauser process.

(b) The whole of this last, however, so far as it deals with products manufactured in other countries by the Fauser process, is subject to there being in Japan a legislative provision which empowers Dai Nippon to prevent importations of these products and also provided that Dai Nippon bases only on the above mentioned provisions of the Law the legal proceedings which in the event it decides to take to assert its rights at its own risk and cost and on its own sole responsibility.

(c) Montecatini will also grant to Dai Nippon whenever required such general procuration or general procurations "at alter ego" in order that Dai Nippon may have full and evident authority in the Japanese zone as to all matters concerning the Fauser process and patents including the granting of sub-licenses and sub-concessions and registering these and other documents in the Japanese Patent Office.

(d) The question whether any other deeds or documents, beyond such procurations, are necessary in order to give effect to the exclusive rights of Dai Nippon is to be the subject of further consultation between Montecatini and Dai Nippon.

8. (a) This Agreement has been drawn up and signed both in the French and English versions to one sole effect.

(b) The Bank guarantee referred to in Article 4 (b) above is to (A) be forwarded to Montecatini within fifteen days after the 25 Feb. 1933

(c) Within two months after the last mentioned date provided the necessary Bank guarantee has been given Montecatini will dispatch to Dai Nippon at Tokyo complete drawings and plans for the proposed

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plant of ten thousand tons and a period of fifteen months from the arrival of such drawings and plans in Japan shall be allowed for the installation of the plant though ending after Thirtieth June One thousand nine hundred and thirty-four.

(d) Dai Nippon will make every effort to have the new installation complete by the Thirtieth June One thousand nine hundred and thirty-four or within the above fifteen months. But if the works shall be delayed by the non receipt of the complete drawings and plans as above stipulated or by other circumstances beyond Dai Nippon's control or if unexpected difficulties about the delivery of machinery or the construction of the installation shall prevent the new installation being completed by the time stipulated a reasonable extension of time shall be allowed and annual royalty shall only run from the date on which the new installation shall be ready to operate but in no case shall the date of commencement of annual royalty be later than the Thirtieth September One thousand nine hundred and thirty four and annual royalty shall be paid for a period of ten years from its commencement.

9. The Agreement of the Twenty sixth March one thousand nine hundred and twenty six (before referred to as the 1926 Agreement) and the 1929 Agreement remain in force, so far as not modified by the present Agreement. (A) Codicil : Read 28th April 1933
Milano April 28th 1933

"MONTECATINI"
SOCIETA GENERALE PER L'INDUSTRIA
MINERARIA ED AGRICOLA
IL PRESIDENTE

AGREEMENT

(57) Heinrich Koppers Gesellschaft mit beschränkter Haftung, Essen, Germany (hereinunder called Koppers) of the first part, and Nippon Keikinzoku Kabushiki Kaisha, Tokyo, (hereinunder called Keikinzoku) of the second part, have, regarding the execution of electrode coke plant by Koppers system (hereinunder called Koppers system), entered into the following agreement:

Art. 1. Capacities and Scales of Plants.

Koppers shall, upon receipt of the order from Keikinzoku, deliver to the latter all drawings and specifications required for the erection and operation of one combined plant for the manufacture of 50,000 metric tons of electrode coke per year, having as much common equipment as possible with regard to the two different raw materials, to be dealt with and that: first with the capacity of manufacturing by Koppers system 30,000 metric tons per year of electrode pitch-coke with not more than 0.5% volatile matter out of ca. 60,000 metric tons of soft-pitch of 70° - 80° C softening point, and second with the capacity of manufacturing 20,000 metric tons of electrode petroloum-coke with not more than 0.5% volatile matter out of ca. 40,000 metric tons of residue from the mineral oil distillation and shall give to Keikinzoku all assistance necessary for the operation of the two plants.

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Art. 2. Substance of Koppers System.

The equipment and devices, as well as the operation thereof, the execution of which Koppers permits to Keikinzoku shall include:-

- 1) Transporting devices for the raw materials.
- 2) Storage bunkers.
- 3) Plant for preparing the intermediate products (hard-pitch, etc.) with condensation devices for the volatile matter and recovery of the products derived therefrom.
- 4) Electrode coke oven batteries with charging devices and oven machinery.
- 5) Electrode coke - cooling, - transporting, - screening, and loading devices.
- 6) Condensation plant for volatile matter, deriving from the carbonization of electrode coke, with all the apparatus for recovery of the by-products.
- 7) Coke gas producer plant for generation of heating gas for heating-up of the ovens and for operating plants. The heating gas is made of ordinary coke from bituminous coal distillation, of small size and with a high percentage of breeze.

Art. 3. Extent of the incidental Deliveries by Koppers to Keikinzoku.

Koppers shall deliver to Keikinzoku, besides the drawings and specifications required for erection of the plants in accordance with the provisions of the preceding two articles, the undermentioned drawings and specifications

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In accordance with Keikinzoku's schedule of erection to enable Keikinzoku to obtain in Japan the supply of all materials required for the erection of the plants specified in this agreement and achieve the construction in a period as short as possible and shall give to Keikinzoku the instruction for the erection and as much explanation as possible to Keikinzoku's questions.

- 1) Drawings and specification of all foundations and ordinary building work with statements about the load, according to which local contractors, commissioned by Keikinzoku with the execution, can design the final drawings, and execute the work according to the ground conditions at the building site, and according to the prescriptions of the Local Governments.
- 2) Drawings and specifications, according to which Keikinzoku can order the greatest part of the iron and steel parts required.
- 3) Specifications only for a part of the standardized machinery, apparatus, instruments, valves, cocks, etc.
- 4) Of all these Drawings Koppers shall hand over to Keikinzoku at least four copies with wordings translated into English. Of all the Specifications are to be handed one copy in German and four copies in English.
- 5) In case Koppers is unable to put at the disposal of Keikinzoku the drawings and specifications of a certain part of special deliveries that the latter requires, Koppers shall notify the fact and hand to Japanese makers the drawings so as to enable Keikinzoku to obtain the supply of them.

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Art. 4. Delivery Condition.

Of all the drawings and specifications that Koppers shall deliver to Keikinzoku in accordance with the stipulation in the preceding three articles, the drawings and specifications relative to the equipments of the pitch-coke plant with the annual capacity of production of 30,000 metric tons shall be delivered to Keikinzoku not later than eight months after the conclusion of the present agreement, and those relative to the petroleum-coke plant with the annual capacity of production of 20,000 metric tons, not later than twelve months after the conclusion of the present agreement, but in case the delivery of the drawings and specifications relative to the equipment for producing petroleum-coke is delayed due to possible delay in the testing of the sample of residue from mineral oil distillation that Keikinzoku submitted to Koppers, the time of the delivery shall be agreed upon later on.

In case, moreover, the residue submitted by Keikinzoku for test proved either unsuitable or uneconomical for manufacturing electrode coke, the plan may be changed from the petroleum-coke to pitch-coke plant by consultation between the parties concerned.

Art. 5. Terms of Payment.

Keikinzoku shall pay to Koppers for designing, drawings and specifications as well as for execution regarding Koppers System specified in this agreement

RM 775,000.-

(Free-German-Reichsmark-Sevenhundredseventyfive thousand-only)

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with an addition for deferred payment of total

RM 125,000.-

(Free-German-Reichsmark-Onehundredtwentyfivethousand-only)

according to the following instalments:

- 1) RM 137,500.- Immediately after taking effect of the present agreement.
- 2) " 137,500.- Upon delivery of drawings etc. required for installing equipments for producing pitch-coke 30,000 metric tons per year.
- 3) " 62,500.- At the end of each year for ten consecutive years, beginning with the day of starting of the plant. In any case, however, the payment shall begin not later than two and half years after the first payment.

The transfer-permits for the irrevocable annual instalment-payments must immutably be arranged ample time ahead and in such a way that the annual transfers can take place on or on about the fixed dates, without depending on any reservations whatever, as f.i. on questions which could possibly arise out of the operation of the plant. However, short delays of payments due to possible delay in obtaining the Government's permission shall be taken as force majeure.

In case Keikinzoku executed only the equipment of the plant for manufacturing 30,000 metric tons of pitch-coke per year for the reason stated in the last sentence of the first

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Paragraph and in the second paragraph of the preceding article, Keikinzoku shall, taking it as (1) plant in the estimate submitted by Koppers, pay to Koppers RM 46,876.- per year for ten consecutive years beginning with the day of starting of the plants. Upon starting the operation of the plant for manufacturing petroleum-coke or eventually pitch-coke with a capacity of 20,000 metric tons per year, Keikinzoku shall pay to Koppers RM 15,625.- (Difference between RM 62,500.- and RM 46,875.-) per year for ten consecutive years beginning with the day of starting of this plant.

Art. 6. Obligations of Keikinzoku.

- 1) Keikinzoku shall not transfer without Koppers' approval to any third party the execution right of the Koppers system which he has acquired in accordance with the present agreement.
- 2) Keikinzoku shall deal with the drawings and all particulars of the plant, coming to his knowledge by the erection and operation of the plant in such a way that no misuse can be made of them to the disadvantage of Koppers.
- 3) Keikinzoku shall use the drawings, etc., only for the plants and to the extent provided for by this agreement.
- 4) Keikinzoku shall not give any information to a third party, or make any publication about the plants or details of it unless and until Koppers has given written consent thereto.

Art. 7. Enlargement and Further Construction of plant.

Keikinzoku shall conclude with Koppers a new agreement regarding licence in case the plant shall be enlarged,

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or any further plant shall be built according to Koppers system even when the same drawings could be used.

Art. 8. Patents granted.

Even when Koppers has been granted the patent right which is now under application, he shall grant to Keikinzoku the inalienable right to use the execution right to the extent provided for in the present agreement as long as the patent right remains valid without any further charges.

Art. 9. Supervising Personal.

Koppers shall put at the disposal of Keikinzoku a staff of skilled engineers and foremen for supervision and instruction of the erection, of the starting, and of the first time of operation of the plant for payment of the travelling cost and of daily fees etc. which shall be agreed upon later on.

Art. 10. Time of Taking Effect.

The present agreement shall take effect when Keikinzoku has not only obtained the acknowledgement of the Japanese Government on the payments provided for in Art. 5. but also the Japanese Government has formally granted the permission for the purchase of the foreign exchange of the first payment of RM 137,500.- and has generally consented to the further payments according to this agreement.

A G R E E M E N T

⑧

FOR

LURGI SULPHURIC ACID CONTACT PLANT
OF 100 TONS PER DAY CAPACITY AND
EACH ONE SET OF HOT AND COLD COTTRELL.

A G R E E M E N T

Agreement made this 15th day of June 1937, in the City of Tokyo, by and between the Lurgi Gesellschaft fuer Chemie und Huetten wesen m.b.H., Frankfurt a/M. (hereinafter called "Lurgi") of the one part, and Nippon kogyo K.K., Tokyo (hereinafter called "Nippon Kogyo") of the other part in regard to one 100 tons Monohydrate per day Lurgi Contact Plant to be erected at Hitachi Kozan Jimusho.

Whereas, this agreement shall be signed by and between Dr. C.Krayer, Representative of Lurgi, and Nippon Kogyo in Tokyo and afterwards formally approved by Lurgi in Frankfurt a/M., it is mutually agreed by and between the parties hereto as follows:-

1) Supply:-

Lurgi grants to Nippon Kogyo the licence of the Lurgi Contact Process in connection with the installation of a sulphuric acid plant which is to be erected in accordance with the drawings of Lurgi for a capacity of 100 tons Monohydrate per 24 hours and which is to be installed at the works of Hitachi.

Lurgi shall supply:-

3 complete sets of drawings, specifications and instructions, further:

the vanadium contact mass according to the capacity of the plant further:

1 hot and 1 cold Cottrell, both as per annexed specification.

The drawings shall be so detailed as to enable Nippon Kogyo to manufacture, erect and operate the said plant completely in Japan by themselves. All drawings shall be in English language.

In particular the delivery comprises:-

- a) all drawings for the special apparatus, as contact furnace, heat-exchanger, washing, drying and absorption towers including accessories, SO_3 coolers, acid coolers and intermediate tanks, further a list of all appurtenances, such as pipe ranges, valves, acid mixing tank, preheaters for putting the plant into operation, measuring instruments, etc.
- b) a general arrangement drawing showing the complete assembly of the plant, further all data as regards buildings and foundations,
- c) written specifications for the blowers, pumps and measuring instruments,
- d) detailed specifications for the working method of the Lurgi Contact Process,
- e) all information concerning the erection of the Cottrells by means of brickwork drawings, specifications.

However, Lurgi does not submit:-

shop drawings of machines and apparatus, such as blowers, pumps, etc., also detail drawings for the buildings wherein the plant shall be erected.

2) Time of Delivery:-

All drawings, specifications and instructions mentioned under 1 a b c d e), shall be delivered within 4-6 weeks from Frankfurt from the date of this contract. The delivery of the contact mass can be effected within 3 months according to requirement, as soon as the erection work has advanced so far that the mass is required. It will be best to fix an exact date later on.

The hot and cold Cottrell delivery of Lurgi shall be made within 5-6 months after signature of this contract.

3) Guaranty:-

- a) For the contact plant with a capacity of 100 tons monohydrate per 24 hours, Lurgi guarantees a conversion of SO_2 into SO_3 of 97% with an allowance of 1%. It is assumed that pyrite ore of 35% sulphur contents, as shown by the analysis given to Lurgi on the 17th of June 1937, is used as raw material and that the roaster gas shall contain about 6 to 7% SO_2 . With SO_2 gas of about 5 to 6% an allowance of 0,5 to 1% lower conversion efficiency shall be accepted.

It is understood that the plant is erected according to Lurgi's drawings and that all machinery, such as pumps, blowers, etc. will correspond to the given specifications and that the plant is operated in accordance with the instructions to be supplied by Lurgi. After setting the plant to work, the proof of the guaranty is to be established by an uninterrupted and continuous operation of one week to take place in the presence of Lurgi's expert engineers.

- b) If this acceptance test has proved that the above conversion and efficiency is reached, Lurgi's guaranty is considered as fulfilled. But should the starting-up of the plant, due to circumstances over which Lurgi has no control, take place later than 16 months after the delivery of the drawings mentioned under 1 a), then the plant shall be considered as delivered and accepted.
- c) Should the guaranteed performance not be attained when carrying out the acceptance test, then Lurgi undertakes to supply free of charge, CIF Yokohama, another new quantity of the necessary vanadium contact mass, whereas the old mass shall be returned to Lurgi ex Hitachi's works free of charge.
- d) The life of Lurgi's contact mass will be 10 years at least under consideration that the plant is operated according to Lurgi's instructions and specifications and that the plant is run according to the specified capacity. Nohon Kogyo shall keep running records showing the performance of the plant.

4) Price:-

For the total supply, enumerated under 1), viz. contact mass, delivered CIF yokohama, complete drawings, hot and cold Cottrell equipments, the lump-sum amounts to ¥338.000.--.

5) Terms of Payment:-

The following payments shall be made by Nippon Kogyo to Lurgi respectively Dr. C. Kraye:-

- (1) 50% with order
- (2) 20% against delivery of the drawings, specifications and instructions for the contact plant, however, not later than 6 months after the first payment,
- (3) 20% against delivery of the drawings and instructions for the hot and cold Cottrell plants, however, also not later than 6 months after the first initial payment,
- (4) 10% after the proof of the guaranty has been established, but not later than 8 months after the second respectively third payment.

Nippon Kogyo agreeem to make the payments as follows:-

- (1) 50% for the first payment = ¥ 169.000,-- in £ sterl. /
= £ 9858.6.8
- (2) 20% for the second payment= ¥ 67,600.-- £ sterl. =
£ 3943.6.8
- (3) 20% for the third payment = ¥ 67.600.--
- (4) 10% for the fourth payment= ¥ 33.800,--

The above mentioned £-Sterling payments are to be remitted by Nippon Kogyo by cable to Reichsbankdirektorium Berlin for Reichsbankhauptstelle Frankfurt a/M. for account for Metallgesellschaft A.G. Frankfurt a/M. for Lurgi Gesellschaft fuer Chemie und Huettenwesen m.b.H., whilst the third and fourth payment will be remitted by Nippon Kogyo in Yen to Lurgi's representative Dr. C. Kraye, Tokyo.

6) Nippon Kogyo will keep the drawings and technical details strictly confidential and use same exclusively for the erection of this contracted plant with a capacity of 100 tons contact acid per day. In case, Nippon Kogyo have the intention to put up further contact plants of Lurgi's system, new negotiations regarding the licencepayment shall be entered into. As an equivalent for this obligation, Lurgi is prepared to notify Nippon Kogyo, free of charge, for a period of 10 years of novelties and alterations that may be developed by Lurgi or acquired from third parties, inasmuch as Lurgi themselves shall not incur any charges for such inventions and novelties.

7) Personal for erection and putting into operation:-

a) Nippon Kogyo shall pay for the erection and putting into operation of the contact plant proper the sum of ¥ 15,000.-- to Lurgi, Tokyo Office, for which amount Lurgi shall put at Nippon Kogyo's disposal for this purpose:-

1. 1 expert engineer for 4 weeks, including travelling expenses from Germany to Japan, and return, salary and maintenance, such as board and lodging
2. 1 expert contact erector for 4 weeks, including travelling expenses from Germany to Japan and return, salary and maintenance such as board and lodging.

b) For the erection and putting into operation of the Cottrell

plant, Nippon Kogyo shall pay the sum of ¥ 6,000.--, for which amount Lurgi shall put at Nippon Kogyo's disposal:

1 expert Cottrell erector for 4 weeks, including travelling expenses from Germany to Japan, and return, salary and maintenance, such as board and lodging.

for each day of longer stay than 4 weeks, Nippon Kogyo shall pay:-

1.) for the services of the engineer ¥ 50.-- per calendar day

2.) for the services of each erector ¥ 40.-- per calendar day

under consideration of 8 working hours per day; overhours to be paid with additional 50% of the ordinary fees.

The payment of these fees shall be handled as follows:- Nippon Kogyo will pay to Lurgi's Representative Dr. C. Kraye half of the above mentioned lump-sums when calling for the engineer or erectors. The second half shall be paid after the 4 weeks stay of the engineer or erectors shall be paid always at the end of each 4 weeks of longer stay at the Hitachi's works.

8) If Nippon Kogyo does not have recourse to the service of Lurgi's expert personal, Lurgi shall not be bound to the guaranty stipulated above, and the article 3) shall become null and void.

9) In case of any dispute it shall be settled by a board of arbitrators consisting of three members. Both, Nippon Kogyo and Lurgi, shall appoint one arbitrator each and the two arbitrators so chosen shall appoint a third arbitrator. Should the aforesaid arbitrators fail to agree in the choice of a third arbitrator, then the third arbitrator shall be appointed by the American Chemical Society.

Tokyo, July 7th 1937

CK/F

Japan Pitch-Coke Co.
1940年10月12日
協定

Agreement

(59) Heinrich Koppers Gesellschaft mit beschränkter Haftung, Essen, Germany (hereinafter called Koppers) Nippon Keikinzoku Kabushiki Kaisha, Tokio, Japan (hereinafter called Keikinzoku), and Nippon Pitch-Coke Kogyo Kabushiki Kaisha, Tokio, Japan (hereinafter called Pitch-Coke Kogyo) have entered into the following Agreement on the transference from Keikinzoku to Pitch-Coke Kogyo of the rights and obligations, stipulated by the Agreement concerning the execution of the Koppers system on the electrode coke plant, which was concluded between Koppers and Keikinzoku on the 12th October, 1940, and became effective on the same day (hereinafter called original Agreement), and also on the right of execution of the aforesaid Koppers system on the Pitch-Coke plant of Pitch-Coke Kogyo to be extended in the future:

Art. 1. Koppers, Keikinzoku and Pitch-Coke Kogyo have reached perfect understanding and agreement that the electrode petroleum-coke to be manufactured at the second plant, provided for in Article 1 of the original Agreement, shall be changed to electrode pitch-coke, and, further, the capacity of the first plant and that of the second plant shall each be changed to 25,000 metric tons per year, the combined annual manufacturing capacity of electrode pitch-coke of both plants being 50,000 metric tons: that the provisions

of the original Agreement in this respect shall remain unchanged: and that the name of the party of the second part in the original Agreement shall be changed from Keikinzo to Pitch-Coke Kogyo, who shall carry out the obligations of the Agreement.

Art. 2. Inasmuch as the first and second instalments, provided for in Article 5 of the original Agreement, have already been paid to Koppers by Keikinzo, there is no necessity for Pitch-Coke Kogyo to pay them to Koppers, but Pitch-Coke Kogyo shall carry out the terms of payment concerning the third and subsequent instalments, or, in other words, Pitch-Coke Kogyo shall pay direct to Koppers RM 62,500 at each year-end for ten years from the day of starting the operation of the plant for the manufacture of 50,000 metric tons per year of electrode pitch-coke. In any case, however, the payment shall begin not later than two and half years after the first payment. The licence fee provided for in the present article as well as in Articles 3 and 4 of this Agreement shall be paid to Koppers without any reduction in Free German Reichsmark and the payment shall be made in remittance to Berlin.

Art. 3. In return for the change, specified in Article 1 of the present Agreement, Koppers shall allow Keikinzo to execute the Koppers system on a plant for the manufacture of 20,000 metric tons per year of electrode petroleum-coke.

Except for those relative to the payment of the licence fee, all the conditions to be stipulated between Koppers and Keikinzoiku with regard to the above-mentioned plant shall be based on the original Agreement. In this case, there is no necessity for the payment of the first and second instalments provided for in Article 5 of the original Agreement, but Keikinzoiku shall carry out the terms of payment concerning the third and subsequent instalments, or, in other words, Keikinzoiku shall pay to Koppers RM 15,600 at each year-end for ten years from the day of starting the operation of the plant for the manufacture of 20,000 metric tons per year of electrode petroleum-coke referred to. In any case, however, the payment shall begin not later than two and half years after the conclusion of this Agreement.

Art. 4. In erecting, and executing the Koppers system on, a plant with the capacity of manufacturing 25,000 metric tons per year of electrode pitch-coke, in addition to the combined plant with the capacity of manufacturing 50,000 metric tons per year of electrode pitch-coke provided for in Article 2 of the present Agreement, Pitch-Coke Kogyo shall be assigned direct from Koppers the right of execution of the Koppers system on the additional plant.

Except for those relative to the payment of the licence fee, all the conditions to be stipulated with regard to the above-mentioned plant shall be based on the original Agreement.

As the licence fee for the said additional 25,000 metric tons plant, Pitch-Coke Kogyo shall pay direct to Koppers RM 24,900 at each year-end for ten years from the day of starting the operation of the plant, but shall not be called upon to pay the first and second instalments provided for in Article 5 of the original Agreement. In any case the payment shall begin not later than two and half years after the conclusion of this Agreement.

Art. 5. Even in case the plant for the manufacture of electrode petroleum-coke assigned to Keikinzoku and the plant for the manufacture of electrode pitch-coke assigned to Pitch-Coke Kogyo by virtue of the present Agreement are erected and the Koppers system executed thereon in any part of the territories newly annexed to the Japanese Empire or those of its protectorates, or any part of China Proper, Manchukuo, French Indo-China, Malaya, Sumatra, Borneo, Java, Celebes and the Philippine Islands, not to mention the Japanese Empire itself, Koppers shall make no objection thereto.

Art. 6. Koppers shall give Pitch-Coke Kogyo an understanding beforehand that, in case Pitch-Coke Kogyo or Keikinzoku extend their Koppers system electrode pitch-coke manufacturing plant in the future, Koppers shall accept a licence fee for the extended and additional equipment at a rate not higher than RM 9 per metric ton of the annual

manufacturing capacity of such equipment, payable in yearly instalments for ten years. The understanding provided for in the preceding Article shall also apply to the case of this Article.

Art. 7. Before accepting any order for the establishment of a pitch-coke plant or of a petroleum-coke plant in any part of the territories specified in Article 5 of the present Agreement, Koppers shall be bound to inform Pitch-Coke Kogyo and Keikinzoku.

Art. 8. The present Agreement shall take effect only when Koppers, Keikinzoku and Pitch-Coke Kogyo have respectively affixed their signatures thereto.

In view of the current world situation, the signing of the present Agreement shall be effected, and the signatures of the contracting parties confirmed, by the most suitable and promptest means available.

This Agreement shall be made in three original copies, each contracting party holding one original copy together with one copy of the original Agreement.

Date of signature:

Heinrich Koppers G.m.b.H., Essen.

Date of signature:

Nippon Keikinzoku Kabusiki Kaisya,
Tokio

Date of signature:

Nippon Pitch-Coke Kogyo Kabusiki Kaisya,
Tokio

v e r t r a g

zwischen

62
 Sumitomo Kinzokukoogyo Kabushiki Kaisha (Sumitomo Metallindu-
 strie A.-G.) in Konohanaku Osaka, Japan,
 im folgenden kurz "Sugitomo" genannt,

einerseits

und

Allgemeine Elektrizitäts-Gesellschaft, Berlin NW 7,
 Felten & Guilleaume Carlswerk Aktiengesellschaft, Köln-Mülheim,
 Siemens & Halske Aktiengesellschaft, Berlin-Siemensstadt,
 im folgenden zusammen "Deutsche Gruppe" genannt,

andererseits.

1

Sumitomo erklärt, über die folgenden Schutzrechte betref-
 fend "Sendust" allein verfügungsberechtigt zu sein:

Deutschland Patentanmeldung K 128 936 VI/18d, 2/10
 vom 6. Februar 1933

Frankreich	Patent Nr.	749 713	
Schweiz	" "	170 146	und Zusatzpatent Nr. 185 848
Spanien	" "	129 606	
Holland	" "	40 063	
Belgien	" "	395 522	
Großbritannien	" "	414 657	und Zusatzpatent Nr. 445 614
Brasilien		

Unter "Sendust" werden im folgenden die nach den vorge-
 nannten Schutzrechten hergestellten magnetischen Teile, und
 zwar sowohl gepreßte als auch gegossene Teile und lose verwen-
 detes Pulver, verstanden.

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Die vorgenannten Schutzrechte lauten auf den Namen der Kinzoku Zairyo Kenkyusho, Sendai in Japan, und bilden mit Ausnahme der britischen und brasilianischen Schutzrechte die "Vertragsschutzrechte".

Weitere Schutzrechte betr. Sendust bestehen nur noch in Japan, den Vereinigten Staaten von Amerika, Kanada, Australien, Mandschukuo, sie bilden jedoch nicht Gegenstand dieses Vertrages.

Sumitomo erklärt ferner, Sendust bereits selbst in größeren Mengen hergestellt zu haben und imstande zu sein, Erfahrungen und Fabrikationsanweisungen für die Herstellung von Sendust vollständig und ohne Behinderung durch japanische Behörden der Deutschen Gruppe bekanntgeben zu können.

2.

Sumitomo gewährt der Deutschen Gruppe die ausschließliche Lizenz an den Vertragsschutzrechten gemäß 1 für beliebige Anwendungsgebiete von Sendust. Die Deutsche Gruppe ist berechtigt, Unterlizenzen an beliebige Firmen in Europa zu vergeben. Die ausschließliche Lizenz schließt das Recht ein, Sendust oder die mit ihm versehenen Spulen oder beliebigen anderen Apparate oder deren Teile in beliebige Länder der Welt mit Ausnahme der in 1 Abs. 4 genannten Länder zu liefern.

Die britischen und brasilianischen Patente gemäß 1 werden vorläufig aus der Lizenz ausgenommen, Sumitomo ist

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jedoch bereit, nach Beedigung des gegenwärtigen europäischen Krieges mit der Deutschen Gruppe über die Vergebung ausschließlicher Lizenzen an den britischen Patenten und an dem brasilianischen Patent an die Deutsche Gruppe zu verhandeln.

3.

Sumitomo wird ihrer Verfügung unterliegende Verbesserungen oder Weiterentwicklungen von Sendust einschließlich der Verfahren zu seiner Herstellung und einschließlich seiner Anwendungen und darauf etwa angemeldete Schutzrechte unverzüglich der Deutschen Gruppe bekanntgeben. An solchen Schutzrechten in allen Ländern mit Ausnahme der in 1 Abs. 4 genannten Länder und vorläufig auch Großbritannien und Brasilien räumt Sumitomo der Deutschen Gruppe ebenfalls die ausschließliche Lizenz ein, ohne daß sich die gemäß 5 zu zahlende Lizenzgebühr erhöht.

4

Sumitomo wird die Deutsche Gruppe durch übersendung ausführlicher Beschreibungen des oder der Verfahren zur Herstellung von Sendust instandsetzen, selbst in laufender Fabrikation Sendust herzustellen.

Auf Wunsch der Deutschen Gruppe wird Sumitomo einen ihrer in der Herstellung von Sendust erfahrenen Fachingenieure zur Einarbeitung mindestens einer Werkstätte der Deutschen Gruppe nach Deutschland schicken, wobei die Deutsche Gruppe die Kosten der Reise und Aufenthaltsspesen dieses Ingenieurs übernehmen wird.

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5.

Die Firmen der Deutschen Gruppe zahlen an Sumitomo für jeden unter Benutzung eines oder auch mehrerer der in 1 genannten Vertragsschutzrechte von ihnen oder von Unterlizenznehmern der Deutschen Gruppe hergestellten und an Kunden gelieferten magnetischen Teil eine laufende Lizenzgebühr in Prozenten des Verkaufspreises der magnetischen Teile, und zwar in Höhe von 8% (acht Prozent) für gepresste Teile und 10% (zehn Prozent) für gegossene Teile und lose verwendetes Pulver.

Unter Verkaufspreis ist der Nettofakturenpreis abzüglich Fracht, Verpackung und dergl. zu verstehen.

Magnetische Teile werden von der Deutschen Gruppe in der Regel nicht für sich, sondern stets in Spulen, Apparate oder deren Teile eingebaut, geliefert. Falls ein wirklicher Verkaufspreis der magnetischen Teile nicht besteht, wie z.B. bei Kernen für Pupinspulen, wird der Lizenzgebührenberechnung deshalb zur Erleichterung der Abrechnung bei gepressten Teilen eine Lizenzgebühr in Höhe von RM 0,58 je kg gelieferte Teile zugrunde gelegt. Bei gegossenen Teilen und lose verwendetem Pulver ist gegebenenfalls auf der Basis der Lizenzgebühr von 10% entsprechend zu verfahren.

Die Deutsche Gruppe wird Sumitomo am Anfang eines jeden Kalenderjahres während der Dauer des deutschen Vertragsschutzrechtes den Betrag von RM 5,000.- (Fünftausend Reichsmark) als Mindestlizenzgebühr zugleich für sich und ihre eventuellen Unterlizenznehmer

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zahlen, welcher Betrag bei der am Ende eines Kalenderjahres zu erstattenden Abrechnung über die jeweils vorangegangene Kalenderjahr im ersten Vierteljahr des darauffolgenden Jahres durchführen und sich bemühen, die jeweils fälligen Zahlungen Sumitomo innerhalb der zwei nächsten Monate zukommen zu lassen, Falls eine Transferierung der fälligen Zahlungen nach Japan zeitweilig nicht möglich sein sollte, hat die Deutsche Gruppe ihre Lizenzzahlungspflicht dadurch erfüllt, dass der betreffende Betrag bei einer deutschen Devisenbank zu Gunsten von Sumitomo eingezahlt wird.

Die Deutsche Gruppe wird über die lizenzpflichtigen Geschäfte besondere Bücher führen, und Sumitomo ist berechtigt, auf ihre eigenen Kosten diese Lizenzbücher und sonstigen Abrechnungsunterlagen durch einen beiderseits genehmen Wirtschaftsprüfer nachprüfen zu lassen.

Falls die Deutsche Gruppe Unterlizenzen vergibt, wird sie ihren Unterlizenznehmer alle sich aus diesem Paragraphen und sonstigen Bestimmungen dieses Vertrages ergebenden Verpflichtungen auferlegen.

6.

Die Deutsche Gruppe übernimmt die Bearbeitung und Aufrechterhaltung der Vertragsschutzrechte gemäss 1 für ihre langstmögliche Laufdauer, Die Aufrechterhaltungskosten werden von den von der Deutschen Gruppe zu zahlenden Lizenzgebühren abgezogen.

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Die Deutsche Gruppe wird Sumitomo bei der Verteidigung der Vertragsschutzrechte unterstützen und wird die Vertragsschutzrechte weder selbst angreifen noch Dritte zu einem Angriff veranlassen oder sie dabei unterstützen.

7.

Der Vertrag tritt in Kraft, sobald er unterzeichnet und das deutsche Reichspatent auf Grund der Patentanmeldung K 128 936 endgültig erteilt worden ist. Sollte das deutsche Reichspatent nicht oder nur mit einer wesentlich engeren Fassung als der bekanntgemachten erteilt werden, so kann sich die Deutsche Gruppe binnen zwei Monaten nach Erhalt der entsprechenden Mitteilung von Sumitomo entschließen, ob sie den Vertrag dennoch in Kraft setzen will, wobei sich die jährliche Mindestlizenzgebühr gemäß 5 bei Fortfall des deutschen Patentes auf RM 2000.- (zweitausend Reichsmark) erniedrigt.

Sollten sich während der Dauer des Vertrages wesentliche Änderungen im Wert der Vertragsschutzrechte ergeben, so werden sich Sumitomo und die Deutsche Gruppe über eine angemessene Anpassung der Lizenzbedingungen an solche Änderungen verständigen.

Nach seinem Inkrafttreten dauert der Vertrag mit Gültigkeit für jedes der in 1 genannten Länder solange, bis das oder die in diesem Land bestehenden Vertragsschutzrechte erloschen sind. Sollten über diesen Zeitpunkt hinaus jeweils noch Schutzrechte gemäß 3 bestehen, so werden sich Sumitomo und die Deutsche Gruppe rechtzeitig vorher über die Bedingungen für eine Fortsetzung des Vertrages verständigen.

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8.

Alle Meinungsverschiedenheiten und Rechtsstreitigkeiten aus diesem Verträge, die nicht im Wege gegenseitiger Verständigung beseitigt werden können, werden unter Ausschluss des ordentlichen Rechtsweges ausschließlich durch ein Schiedsgericht nach der Vergleichs- und Schiedsgerichtsordnung der Internationalen Handelskammer von drei Schiedsrichtern endgültig entschieden, von denen jede Partei einen ernennt, während der dritte vom Schiedsgerichtshof der Internationalen Handelskammer bestimmt wird. Falls eine Partei innerhalb von zwei Wochen nach Aufforderung durch die andere Partei ihren Schiedsrichter nicht ernennt hat, wird dieser gleichfalls durch den Schiedsgerichtshof der Internationalen Handelskammer ernennt.

Dieser Vertrag unterliegt dem Recht des Deutschen Reiches.

9.

Etwaige Kosten für die behördliche Versteuerung des Vertrages werden von Sumitomo in Japan und von der Deutschen Gruppe in den europäischen Ländern getragen.

10.

Innerhalb der Deutschen Gruppe liegt die Federführung für Angelegenheiten dieses Vertrages bei der Siemens & Halske Aktiengesellschaft.

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Berlin, den 27.8.1941.

Für Sumitomo Kinzokukoogyo
Kabushiki Kaisha (Sumitomo
Metallindustrie A.-G.) in
Osaka, Japan:

signed

Berlin-Siemensstadt, den 27.8.1941

Für die Deutsche Gruppe:

Siemens & Halske
Aktiengesellschaft

signed

The "Cyclo" Company Ltd., Munchen 2 NW, Dachauerstrass 114, is the owner of the following Japanese Patent right and has a long and sufficient experience in assembling and manufacturing Cyclo gear which it invented.

Japanese Patent No. 92,022 "Gear"

Japanese Patent No. 99,505 "Gear"

Japanese Patent No. 119,043 "Engineering Works to produce cycloidal curve"

The Sumitomo Machinery Works Ltd., Mihama, Ehimeken, Japan, intending to manufacture and sell these gears, contracts the following bargain with the Cyclo Company Ltd. And in this contract both contracting parties are respectively called as "Cyclo" and "Sumitomo".

1. Cyclo transfers to Sumitomo an exclusive licence by the above patent to manufacture and sell cyclo gears. The licence shall extend to all parts of Japan and Manchuria.
2. Cyclo also transfers to Sumitomo the right to sell these gears produced in Japan to China, and at the same time. Cyclo reserves the right to sell them to China. As far as Sumitomo keeps this right, Cyclo would never give the said right in China to the third party.
3. Sumitomo owes the duty never to sell directly outside the region mentioned in the contract, and at the same time, Cyclo owes the duty never to make direct sale to Japan and Manchuria, both parties should pay five times of the selling prices - R.M. 1,000 as a minimum Limit - as penalties, when they breached the above rule. This rule also binds the selling agencies, which belong to both parties respectively and act in their places.
4. Both parties mutually owe the duty not to make even indirect sale outside the region in the contract.
5. Sumitomo owes the duty not to give sub-licence in the region in the contract.
6. For the benefit of performing the contract, Cyclo offers Sumitomo and Sumitomo obtains from Cyclo, one set of special machines, as follows:

Curve-grinding machine
Curve-cutting machine
Hole-grinding machine

Which are now used in the Cyclo Company.

These set machines are sufficient to produce every year 1,000 gears of middle type and translation in the same condition as in the Cyclo company, when the gears are produced in a certain series.

These machines shall be delivered f.o.b. Hamburg.

7. Besides, Cyclo offers complete set of designs for assembling and manufacturing all sets of normal gears as well as the documents in German and English which would be necessary for the sale of gears.

Sumitomo owes the duty to keep secret these designs and explanatory notes as well as the informations which will be offered during the period of contract, these being secret matters of Cyclos business management.

8. Cyclo acknowledges to give one or two engineers of Sumitomo the chance to get instructed in the Cyclo company about assembling and manufacturing of the gears contracted, the period of it being nine months altogether during the period of three years hereafter.

In this case, freedom of conducts of the engineers of Sumitomo will be limited by the regulation of the German military executives. When the above mentioned engineers stay more than three months, Sumitomo must pay to Cyclo R.M.300 at the beginning of every month per each engineer. Moreover, Cyclo will do its best to furnish Sumitomo with experts of manufacturing the gears, when Sumitomo wants them.

All the expenditures arising from it should be paid by Sumitomo.

9. Sumitomo pays 120,000 marks to Cyclo as the price of the above mentioned licence, machines and designs.

Besides, expenses of attached machines are to be paid on the part of Sumitomo. 40,000 marks are to be paid on the conclusion of the contract (about April of this year), and 80,000 marks and prices of attached machines (about 10,000 marks) are to be paid at the time when the machines are shipped from Germany (about June of this year).

All the payments and royalties are to be made by foreign exchange or by free Reichsmark, of which 1 mark should contain 1/2790 Rg of pure gold.

10. Sumitomo should pay royalties for any manufactured cyclo

gears, no matter whether they are for sale, or for use in its own company, or its connected companies. The royalties of cyclo gears for Sumitomo's use are 4% of the lowest prices Sumitomo sells to others. Accounts of royalties ought to be settled every three months and within three months after the term expired. A list of cyclo gears stating prices and names of buyers, and a list of cyclo gears for use in its own company should be offered Cyclo. Payments should be made according to the quarterly accountings.

11. The lowest sum of royalties is decided as follows, and the day when the contract concluded, is to be decided as the first day of the year of the contract.

The 1st year	:	R.M.	0
The 2nd year	:	R.M.	2,000
The 3rd year	:	R.M.	4,000
The 4th year and the following years	:	R.M.	6,000

During the term of the contract, Sumitomo has liberty of declaring at least three months before the end of the year that it would pay, irrespective of the above mentioned lowest sum, only 4% of sales amount as royalties from January of the succeeding year.

In this case from January of the year the exclusive licence stated in the article 1 of this contract will turn into a common licence, and as a result of it Cyclo will henceforth be qualified to offer cyclo gears in the patent region mentioned in the contract and to sell this patent to the third party in the region.

12. Sumitomo owes the duty to keep separate notes respectively concerning manufacture and sale of cyclo gears, and concerning their manufacture for self-use until the termination of the contract. Also Sumitomo owes the duty to receive inspections of those who act in Cyclo's place, to offer reports necessary for inspection which is aimed at demanding royalties, and to offer various data, if required.
13. During the term of the contract, both parties owe the duty of mutually informing experiences about the cyclo gears in the region mentioned in the contract. Cyclo new patent of the cyclo gears got by Cyclo in Japan during the term of the contract.

Sumitomo should first of all offer Cyclo free of charge a new patent of the cyclo gears acquired by Sumitomo in the region outside Japan and Manchuria during the term of the contract.

14. In case the third party should invent new process of producing the cycloidal curve, and its patent be granted in Japan without any infringement to the patent No. 119,043, Sumitomo, after ten years, claim a new agreement regarding the sum of the future royalties. But even in the worst case, the reduction of royalties in future should not be more than half of the royalties in the contract.
15. This contract comes into effect by the signature and valid for 14 years, that is, until Dec. 31, 1951. Unless either one of both parties make proposal with at least a month notice until Dec. 31, 1951, the contract would be valid a year more.
16. German law will be applied whenever any doubt arises concerning this contract, and competent court should be in Berlin or Munchen.

An appendix to the article 3

Cyclo should charge the same duty on a holder of the right as Cyclo has got according to the article 3 in this contract.

Vertragsentwurf

65
Die

Kabushiki Kaisha Sumitomo Kinzokukogyo (Sumitomo Metal-Industries, Ltd.), Osaka,

- im folgenden kurz "A" genannt -

und die Firmen

Deutsche Edelstahlwerke Aktiengesellschaft, Krefeld,

Siemens & Halske Aktiengesellschaft, Siemens-Schuckertwerke

Aktiengesellschaft, beide Berlin-Siemensstadt,

- im folgenden kurz "B" genannt -

wollen auf dem Gebiet bestimmter Magnetstahlarten zusammenarbeiten. Zu diesem Zweck ist am 17. März 1934 ein Vorvertrag zwischen der Kabushiki Kaisha Sumitomo Kinzokukogyo, Osaka, einerseits und der Siemens Schuckert Denki K.K., Tokio, und der Deutsche Edelstahlwerke Aktiengesellschaft, Krefeld, andererseits unterzeichnet worden, der durch folgenden

v e r t r a g

ersetzt wird:

§ 1

a) A hat eine ausschliessliche Lizenz an den japanischen Schutzrechten:

Japanisches Patent 109,937 betreffend einen

Dauermagneten aus Nickel-Titan-Stahl

Dessen Zusatzpatent 111,705) betreffend

111,706) Verbesserung

des Dauermagnetes aus Nickel-Titan-Stahl

und japanisches Patent 110,203 betreffend einen Dauermagneten aus Kobalt-Nickel-Titan-Stahl dessen Zusatzpatent 111,703) betreffend 111,704) Verbesserung des Dauermagneten aus Kobalt-Nickel-Titan-Stahl und ist allein verfuigungsberechtigt uber die entsprechenden Schutzrechte in :

Deutschland	Anmeldung K 132 321 Kl. 18 d
Frankreich	Patent Nr. 764 375
England	Patent Nr. 428 288 und Anmeldung
Italien	Patent Nr. 325 170
Osterreich	Anmeldung A 2841 /34
Schweiz	Patent Nr.
Schweden	Anmeldung 2734/34 und 5483/33
Holland	Anmeldung 69200
Tschechoslowakei	Anmeldung P 2665/34

In Europa bestehen in anderen als den aufgefuehrten Landern keine entsprechenden Schutzrechte (Patente, Patentanmeldungen, Gebrauchsmuster).

b) DEW sind alleinverfuigungsberechtigt uber das japanische Schutzrecht Patent Nr. 108 048, entnommen mit der Prioritat des deutschen Schutzrechts

Aktenzeichen V 29,30/ 18 d "Herstellung von temperaturbestandigen Dauermagneten"

ferner uber das japanische Schutzrecht

Aktenzeichen 7518/32, entnommen mit de Priorität des deutschen Schutzrechtes

Aktenzeichen V 27 112 VI/18 c "Verfahren zur Herstellung ferromagnetischer Legierungen"

2.

a) A erteilt an B eine Lizenz an den unter la aufgeführten Vertragsschutzrechten zu folgenden Bedingungen:

B ist ausschliesslich berechtigt, unter Benutzung der in la genannten europäischen Schutzrechte Legierungen, Magnete und Waren mit solchen Legierungen oder Magnete herzustellen, zu verwenden, zu verkaufen und Unterlizenzen an diesen Schutzrechten zu erteilen.

A und seine Lizenznehmer werden Legierungen oder Magnete, die den Vertragsschutzrechten gemäss la entsprechen (Honda-Stähle) auch in den Ländern in Europa nicht herstellen und vertreiben, in denen keine Vertragsschutzrechte angemeldet oder erteilt sind.

A seine Lizenznehmer und seine Tochtergesellschaften dürfen Waren, Waren, in die Legierungen oder Magnete entsprechend den Vertragsschutzrechten gemäss la betriebsfertig eingebaut sind, lizenzfrei nach Europa einführen. B und seine Tochtergesellschaften sind berechtigt, Waren mit Honda-Stählen unter Benutzung der in la genannten japanischen Vertragsschutzrechten

nach Japan, seinen Kolonien und dem Kaiserreich Mandschukuo zu liefern. B und seine Tochtergesellschaften sind jedoch nicht berechtigt, Honda-Stähle, die nicht in Waren eingebaut sind, nach Japan, seinen Kolonien oder dem Kaiserreich Mandschukuo zu liefern oder dort herzustellen, es sei denn, dass A vorher seine Zustimmung dazu erteilt.

B verpflichtet sich, falls die International Standard Electric Corporation, London, (Standard), es wünscht, dieser für die Verwendung von Honda-Legierungen in ihren Erzeugnissen eine nicht ausschliessliche Unterlizenz für England zu erteilen. B oder einer seiner Unterlizenznehmer wird Standard mit Honda-Stählen zu Vorzugpreisen beliefern, sobald B oder einer seiner Unterlizenznehmer in der Lage ist, fabrikmässigerartige Stähle herzustellen.

B verpflichtet sich weiter, falls Standard es wünscht, dieser auch eine nicht ausschliessliche Unterlizenz für England für die Herstellung von Honda-Stählen für die Verwendung bei eigenen Erzeugnissen zu erteilen. Die Erteilung der Herstellungslizenz soll jedoch erst dann erfolgen, wenn die im vorigen Abschnitt vorgesehene Regelung den Wünschen der Standard nicht genügend entspricht.

b) B erteilt A eine Lizenz an den unter 1b aufgeführten Vertragsschutzrechten zu folgenden Bedingungen:

A ist ausschliesslichberechtigt, unter Benutzung der in 1b genannten japanischen Schutzrechte Legierungen, Magnete und Waren mit solchen Legierungen oder Magneten herzustellen, zu versenden, zu verkaufen und Unterlizenzen an diesen Schutzrechten zu erteilen.

B, seine Lizenznehmer und seine Tochtergesellschaften dürfen Waren, die Legierungen oder Magnete entsprechend den Vertragsschutzrechten gemäss 1b betriebsfertig eingebaut sind, lizenzfrei nach Japan, seinen Kolonien und dem Kaiserreich Mandschukuo einführen.

c) A verpflichtet sich, der Fusi Denki Seizo Kabushiki Kaisha (Fuji Tsushinki Seizo Kabushiki Kaisha), oder der Siemens Schuckert Denki Kabushiki Kaisha, Tokio, unter den Vertrag fallende Legierungen und Magnete bevorzugt zu liefern und beiden Firmen die Verwendung und den Verkauf von Waren mit diesen Stählen in Japan, seinen Kolonien und dem Kaiserreich Mandschukuo zu gestatten.

d) In USA und Kanada bestehen den Vertragsschutzrechten nach 1a und 1b entsprechende Schutzrechte, an denen nicht zu den Vertragspartnern gehörende andere Firmen Lizenzen erlangt haben oder erlangen werden.

Jedem Partner ist vorerst die Benutzung dieser den Schutzrechten des anderen Partners entsprechenden amerikanischen und kanadischen Schutzrechte gesperrt. Jeder Partner wird jedoch versuchen, dem anderen Partner eine

vertriebslizenz zu verschaffen.

e) A und B dürfen unter den vertrag fallende Legierungen und Magnete in alle nicht in 1 und 2a bis d erwähnten Länder ohne weiteres als die in 3 genannten Gegenleistungen liefern, auch wenn in dem betreffenden Land ein den in 1a, b genannten Vertragsschutzrechten entsprechendes Schutzrecht bestehen sollte.

3.

- a) B zahlt an A für jedes Kilogramm der von B oder seinen Unterlizenznehmern verkauften Honda-Stähle, die unter eines oder mehrere der in 1a erwähnten europäischen Vertragsschutzrechte fallen, eine Lizenzgebühr von
- | | |
|--|----------------|
| 0,10 USA Dollar bei Magneten mit einem Einzelgewicht unterhalb | 0,25 kg |
| 0,09 USA Dollar bei Magneten mit einem Einzelgewicht von | 0,25 - 0,50 kg |
| 0,06 USA Dollar bei Magneten mit einem Einzelgewicht über | 0,50 kg |

jedoch höchstens für jeden lizenzpflichtigen Magneten 8% seines Nettoverkaufspreises (Nettoverkaufspreis der gegossenen bzw. gewalzten Magnetlegierung ab Stahlwerk ohne Verpackung, Fracht, Zoll usw.)

- b) A zahlt an B für jedes Kilogramm der von A oder seinem Unterlizenznehmer verkauften Legierungen, die unter eines oder mehrere der in 1b erwähnten Vertragsschutzrechte

fallen, die gleichen Lizenzgebühren, wie in 3a angegeben sind.

c) Liefert B unter Benutzung der japanischen Schutzrechte gemäss 1a Waren, die Honda-Stähle enthalten, nach Japan, seinen Kolonien und dem Kaiserreich Manschukuo, so gelten für solche Lieferung folgende zusätzliche Lizenzgebühren :

Liegt der in Japan von B erzielte Verkaufspreis für einen Gegenstand, der Honda-Magnete enthält (Motor, Generator, Messinginstrument, Relais, Lautsprechersystem oder ähnliche Teile), nicht über 1000 Yen, so beträgt die Lizenzgebühr höchstens 5 Yen/ 10 Yen pro Kilogramm.

d) Die Vertragspartner werden sich über eine angemessene Ermässigung der Lizenzgebühren verständigen, wenn sich die Bedingungen für den Absatz der unter den Vertrag fallenden Legierungen und Magnete wesentlich verschlechtern.

4.

Werden bei der Herstellung von Stählen nach den Vertragsschutzrechten Schutzrechte Dritter benutzt, und ist ein Vertragspartner deshalb verpflichtet, für die Benutzung dieser Schutzrechte an Dritte Abgaben zu entrichten, so ermässigt sich für diesen Fall die an den Vertragspartner gemäss 3 zu zahlende Lizenzgebühr in angemessenem Umfang.

5.

Die Lizenzabgaben werden von jedem Vertragspartner halbjährlich, und zwar innerhalb von vier Monaten nach dem 30. Juni und 31. Dezember jedes Jahres für die lizenzpflichtigen Stähle

abgerechnet, die er oder seine Unterlizenznehmer im abgelaufenen halben Jahr geliefert haben. Die Abrechnung wird dem anderen Partner übermittelt. Die Abrechnungsbeträge werden gegeneinander aufgerechnet und der jeweiligen Differenzbetrag von dem zahlungspflichtigen Partner innerhalb eines Monats, gerechnet vom Eingangstag der Abrechnung des forderungsberechtigten Partners, diesem überwiesen.

6.

Sofern zwischen den Partnern keine anderweitigen Vereinbarungen getroffen werden, ist der Inhaber der Schutzrechte zur Bearbeitung der schwebenden Anmeldungen und zur Aufrechterhaltung und Verteidigung der Vertragsschutzrechte verpflichtet. Jeder Partner wird die Vertragsschutzrechte des anderen Partners anerkennen und weder selbst angreifen, noch Dritte zu einem Angriff veranlassen oder sie dabei unterstützen.

Beabsichtigt ein Partner, ein Vertragsschutzrecht fallen zu lassen, so teilt er dies dem anderen Partner so rechtzeitig mit, dass dieser für die Aufrechterhaltung des Schutzrechtes sorgen kann. Hält der andere Vertragspartner das Schutzrecht, so erwirbt er damit das lizenzfreie Eigentum daran; jedoch verbleibt dem abgebenden Partner bei Beendigung dieses Vertrages ein kostenloses Mitbenutzungsrecht für sich und seine Tochtergesellschaften an diesem Schutzrecht.

Wennes zweckmässig erscheint, ein Vertragsschutzrecht eines Partners, z.B. für die Verfolgung eines Verletzungsprozesses auf den anderen Partner zu übertragen, so werden sich die Partner darüber verständigen.

7.

Jeder Partner verpflichtet sich, während der Vertragsdauer dem anderen Partner umgehend alle für die Zusammensetzung der Legierung für die Herstellung und metallurgische Behandlung der unter die Vertragsschutzrechte fallenden Stähle erforderlichen Unterlagen und Erfahrungen mitzuteilen. Ebenso ist jeder Partner verpflichtet, dem anderen Partner seine zukünftigen Weiterbildungen und Verbesserungen der Zusammensetzung der Legierung, der Herstellung und metallurgischen Behandlung von Magnetstählen nach den Vertragsschutzrechten mitzuteilen. Schutzrechte, die ein Partner auf derartige Weiterbildungen und Verbesserungen entnimmt, werden Vertragsschutzrechte im Sinne des Vertrages.

Soweit A auf derartige Weiterbildungen und Verbesserungen in einem europäischen Land keine Schutzrechte entnimmt, ferner soweit B in Japan, seinen Kolonien und dem Kaiserreich Mandschukuo auf derartige Weiterentwicklungen und Verbesserungen keine Schutzrechte entnimmt, ist der andere Partner berechtigt, in den genannten Gebieten derartige Schutzrechte zu entnehmen. An solchen Schutzrechten hat der anmeldende Partner das lizenzfreie Eigentum, jedoch verbleibt dem abgebenden Partner bei Beendigung dieses Vertrages ein kostenloses Mitbenutzungsrecht für sich und seine Tochtergesellschaft an diesem Schutzrecht. Die Vertragspartner werden sich jeweils so rechtzeitig davon unterrichten, in welchen Ländern sie Schutzrechte entnehmen, dass der andere Vertragspartner in der Lage ist, seinerseits Schutzrechte anzumelden.

Erwirbt einer der Vertragspartner von Dritten Rechte an Verbesserungen für Magnetstähle nach den Vertragsschutzrechten, so wird er sich bemühen, für den anderen Partner, falls dieser es wünscht, entsprechende Rechte möglichst zu gleichen Bedingungen zu erlangen.

8.

Über den Rahmen des 7 hinaus haben beide Partner den Wunsch, künftig auch ausserhalb des Gebietes der Stähle oder Magnete nach den Vertragsschutzrechten auf von Fall zu Fall zu vereinbarenden Magnetstahlgebieten freundschaftlich zusammenarbeiten. Falls ein Partner Schutzrechte für Magnetstähle, die nicht in das Gebiet der Vertragsschutzrechte fallen, erlangt oder erwirbt, so wird er, soweit er nicht durch gegenwärtige oder zukünftige vertragliche Bindungen gehindert ist, dem anderen Partner diese mitteilen und bestrebt sein, ihm auf dessen Wunsch unter Vorzugsbedingungen Lizenzen an diesen Schutzrechten zu verschaffen.

9.

Der Vertrag erlischt mit dem Erlöschen aller in 1 genannten Vertragsschutzrechte. Wenn dann noch Vertragsschutzrechte bestehen, an denen der eine Partner dem and ren gemäss den Bestimmungen dieses Vertrages eine Lizenz eingeräumt hat, ist der andere Vertragspartner berechtigt, diese Vertragsschutzrechte bis zu ihrem Ablauf gegen angemessene Vergütung, über deren Art und Höhe sich die Partner alsdann verständigen werden, weiter zu benutzen. Auf keinen Fall dürfen die nach Ab-

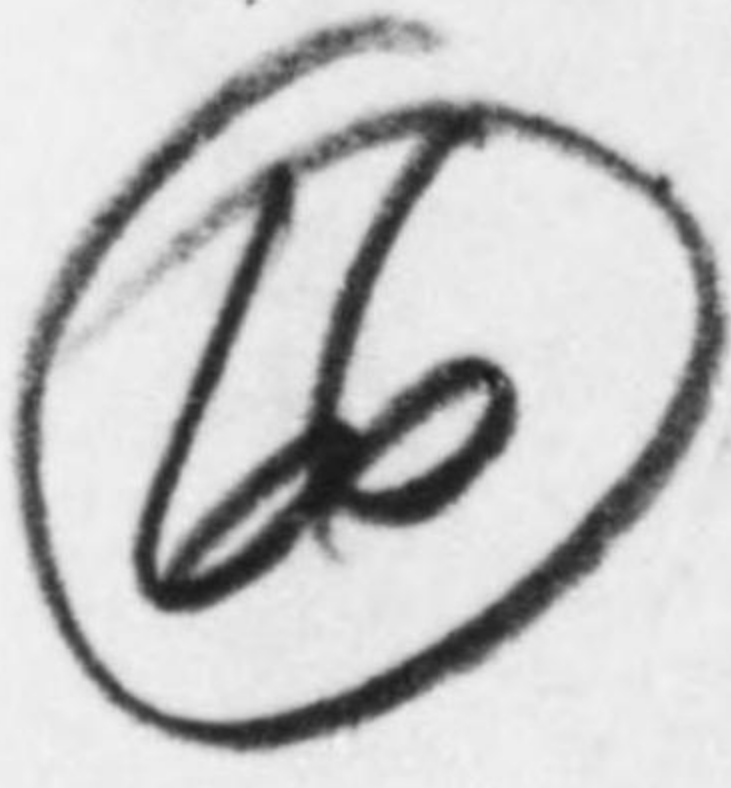
lauf des vertrages festgesetzten Lizenzgebühren höher als die in 3 festgesetzten sein.

10.

Alle aus dem gegenwärtigen vertrag sich ergebenden Streitigkeiten werden, nach der vergleichs- und schiedsgerichts-Ordnung der Internationalen Handelskammer, von drei gemäss dieser Ordnung ernannten schiedsrichtern endgültig entschieden.

L i z e n z h a u p t v e r t r a g .

zwischen der

 Firma vereinigte Deutsche Metallwerke, A.-G.
Frankfurt/Main-Heddernheim (Deutschland),
(im Nachstehenden kurz "VDM" genannt)

einerseits

und der Firma Sumitomo Kinzoku Kogyo Kabushiki Kaisha, Osaka,
(Sumitomo) als Lizenznehmer

durch die Vermittlung der
Mitsubishi Shoji Kaisha, G.M.B.H., Berlin
(Mitsubishi)

andererseits

wird folgender Lizenzvertrag abgeschlossen:

1.

VDM erteilen dem Lizenznehmer das alleinige und ausschliessliche
Herstellungs- und vertriebsrecht fuer die nachstehend als "Lizen-
zgebiet" bezeichneten Gebiete des Kaiserreiches Japan, dessen
Kolonien und des Kaiserreiches Mandschukuo fuer den

verstellpropeller "Bauart VDM"

unter den in den nachfolgenden festgelegten Voraussetzungen
und Bedingungen.

2.

Der verstellpropeller "Bauart VDM" wird in der bei Vertragsabsch-
luss bekannten und den Vertretern des Lizenznehmers im Modell un-
in Originalausfuehrung vorgefuehrten Bauart als komplettes seri-
enbaufaehiges Geraet mit allen betrieblichen und fabrikatorisch-
Erfahrungen der VDM zur Verfuegung gestellt. Der Verstellprope-

Der "Bauart VDM" besteht im allgemeinen aus:

1. Fluegel,
2. Verstellnabe,
3. Haube,
4. Fluegellagerung,
5. Motorgetriebe,
6. Verstellgetriebe,
7. Nabenbefestigung,
8. Beidiengeraste.

Diese Teile werden im folgenden allgemein als "Vertragsgegenstaende" bezeichnet.

Zu 1.) Die Ausfuehrung der Fluegel richtet sich nach dem jeweiligen Flugzeugmuster. Der Entwurf der Fluegel ist Aufgabe des Lizenznehmers. VDM. ist bereit, gegebenenfalls den Entwurf von Fluegelblaettern auf besonderen Auftrag zu uebernehmen. Hierfuer erfolgen von Fall zu Fall gesonderte Uebereinkommen.

Zu 2.) Die dem Lizenzvertrag zugrunde liegende Ausfuehrungsform der Verstellnabe zeigt die als Anlage 1 beigefuegte Zeichnung Nr. 9-11014.24 fuer die Normalausfuehrung Schaft 1.1/2.

Zu 3.) Die VDM-Verstellpropellerhaube ist eine Spezialausfuehrung und durch die in Anlage 2 aufgefuehrten Patente geschuetzt. Soweit die Haube als Bauteil der VDM-Luftschaube gefertigt und geliefert wird, ist sie in den Bedingungen des Lizenzvertrages inbegriffen.

Die Lieferung der VDM-Hauben fuer andere Verstellpropellerarten bedarf gesonderter Vereinbarungen.

Zu 4.) Die Fluegellagerung besteht aus der von VDM entwickelten Anordnung eines Druckkugellagers, eines Kegelrollenlagers und eines Doppelrollenlagers, die in Japan und Mandschukuo zum Patent angemeldet ist.

- Zu 5.) Das Motorgetriebe zum Verstellgetriebe ist ein normales Untersetzungsgetriebe mit Stirn- und Kegelraedern.
- Zu 6.) Das Verstellgetriebe "Bauart VDM" ist ein Umkehrplanetenge-
triebe und durch die in der Anlage 2 aufgefuehrten Patente ge-
schuetzt.
- Zu 7.) Die Nabentbefestigung ist ein normaler Bauteil.
- Zu 8.) Als Bediengerate fuer den "VDM-Verstellpropeller" wurden
entwickelt:

Elektrischer Antriebsmotor,
Handschalter,
mechanischer und elektrischer Stellungs-
anzeiger,
Endbegrenzungsschalter,
Entstoerkondensator,
Brandschottdurchfuehrung
biegsame Wellen.

3.

VDM werden dem Lizenznehmer zu allen Zeiten waehrend der Dauer dieses Vertrages, und zwar kostenlos, soweit dies nicht anders vereinbart ist, ihre gesamten Erfahrungen, sowohl hinsichtlich der konstruktiven Gestaltung der dem Vertrag zugrunde liegenden Ausfuehrung des VDM-Verstellpropellers, der Haube und sonstigen Bauteile, als auch bezueg-
lich ihrer Fertigung und ihres praktischen Einsatzes, zur verfuegung stellen.

VDM uebergeben dem Lizenznehmer:

- a) waehrend der Dauer dieses Vertrages alle zur Fabrikation durch den Lizenznehmer notwendigen zeichnerischen Unterlagen (metrisches System) mit den noetigen Material - und Toleranzangaben;
- b) Unterlagen ueber die der im Vertrage vorgesehenen Ausfuehrung zugrunde liegenden Festigkeitsberechnungen fuer die einzelnen Bau-

teile. Darueber hinaus erfolgt auf Wunsch des Lizenznehmers eine Beratung auf konstruktivem Gebiet, soweit es sich um die Verwendung der im Vertrag vorgeschenen Baumuster oder Bauteile handelt. Falls eine derartige Beratung besonderen zeitlichen oder finanziellen Aufwand der VDM erfordert, muss der Lizenznehmer an VDM einen Konstruktionsauftrag gemass von Fall zu Fall gesonderter Vereinbarungen erteilen.

VDM verpflichten sich, waehrend der ersten drei Vertragsjahre die vom Lizenznehmer hergestellten Konstruktionszeichnungen kostenlos nachzuprueren und zu begutachten. VDM werden gegebenenfalls Aenderungen vorschlagen, soweit dies aus Sicherheits- oder allgemeinen technischen Gruenden erforderlich erscheint.

VDM werden den Lizenznehmer ueber die laufend vorgenommenen Verbesserungen an den Vertragsgegenstaenden unterrichten. Aenderungen, die seitens des Lizenznehmers an den vorliegenden Konstruktionen durchgefuehrt werden, beduerfen in allen Faellen der Benachrichtigung an VDM. Soweit derartige Aenderungen durchfuehrbar sind, koennen sie von VDM ohne weiteres uebernommen werden.

- c) Fuer den Fall, dass die Entwicklung des VDM-Propellers zu einer voellig neuen Bauart fuehrt, ist VDM verpflichtet, dem Lizenznehmer a. Vorkaufrecht einzuraeumen.
- d) VDM verpflichtet sich weiter dem Lizenznehmer auch das Vorkaufrecht fuer die Propeller-Automatik einzuraeumen.

5.

VDM geben waehrend der Dauer dieses Vertrages insbesondere alle fuer die Fabrikation der VDM-Verstellluftschraube durch den Lizenznehmer

erforderlichen Unterlagen ueber die gesammelten Betriebs Erfahrungen und Wartungsanweisungen an den Lizenznehmer, und zwar:

- a) eine Beschreibung der gegenwaertig im Gebrauch befindlichen Herstellungsmethode fuer derartige Luftschrauben in Form von ausgearbeiteten Arbeitsplaenen fuer alle Bauteile;
- b) Muster von besonderen Kontroll- und Arbeitslaufkarten, wie sie fuer die verschiedenen Arbeitsvorgaenge bei der Herstellung der einzelnen Teile ueblich sind;
- c) die ungefahren Arbeitsstunden fuer die einzelnen Teile (groessere Stuecke) und die gesamten Arbeitsstunden fuer die einzelnen Baugruppen, sowie die Montagestunden.

VDM sind verpflichtet, auch nach Aufnahme der Fabrikation bei Lizenznehmer weiterhin fuer die Dauer dieses Vertrages Lizenznehmer ueber wichtige Betriebserfahrungen mit den Vertragsgegenstaenden auf dem laufenden zu halten, soweit Lizenznehmer Auskuenfte in dieser Richtung verlangt. Der Lizenznehmer ist verpflichtet, seinerseits alle Betriebs- und Fabrikationserfahrungen mit den Vertragagegenstaenden der VDM laufend und vollstaendig mitzuteilen.

6.

VDM erklaren sich bereit, den Lizenznehmer auf Wunsch bezueglich der Planung der Fabrikation, Auswahl und Aufstellung von Maschinen zu beraten. VDM arbeiten hierfuer auf Wunsch nach Massgabe der eigenen Inanspruchnahme eine Zusammenstellung saemtlicher benoetigten Werkzeugmaschinen, Handbearbeitungsmaschinen, Lehren, Messwerkzeuge, Pruefgeraete und Hilfsanlagen aus. Diese Liste enthaelt Name und Adresse der Lieferfirma, ungefähre Preisangaben fuer deutsche Ver-

haeltnisse und die ungefaehre Ausnutzung der einzelnen Maschinen fuer eine anzunehmende Produktion.

VDM erklaren sich bereit, den Lizenznehmer beim Einkauf der Fabrikationagegenstaende, der Bauteile und des Materials soweit sie in Deutschland gekauft werden, in jeder Weise zu beraten und behilflich zu sein. Soweit eine derartige Taetigkeit Reisekosten und Aufwandentschaedigung erforderlich macht, gehen diese zu Lasten des Lizenznehmers.

7.

VDM erklaren sich bereit, vor Beginn der Fabrikation bei dem Lizenznehmer 3 Fachleute vom Lizenznehmer in einem der VDM-Werke, das von VDM bestimmt wird, unter Wahrung der hierfuer seitens der deutschen amtlichen Stellen bestehenden Vorschriften fuer die Dauer von insgesamt je 8 Wochen aufzunehmen, um dort die Fabrikationsmethoden der Vertragsgegenstaende zu studieren. Falls der Aufenthalt der Herren im Werke von seiten VDM unterbrochen wird, soll die Zeit dieser Unterbrechung nicht eingerechnet werden.

Darueber hinaus koennen weitere Besuche zu Zeitpunkten, die zwischen VDM und dem Lizenznehmer naeher zu vereinbaren waeren, stattfinden, wenn hierzu besondere Veranlassung vorliegt. Die Anmeldung der ersten und aller etwa folgenden Besuche muss mindestens 4 Wochen vorher bei VDM erfolgen unter Angabe der Personalien der Besucher zwecks Erledigung der Formalitaeten fuer eine Besuchsgenehmigung durch die zustaendigen deutschen Stellen. Alle Kosten solcher Besuche gehen zu Lasten des Lizenznehmers.

Sollte sich die Entsendung von Fachleuten in das Werk des Lizenz-

nehmers als notwendig erweisen, so erklart sich VDM nach Massgabe der eigenen Inanspruchnahme hierzu bereit. Die Kosten einer derartigen Entsendung traegt der Lizenznehmer.

8.

VDM verpflichten sich, auf Verlangen vom Lizenznehmer im Laufe des ersten und zweiten Vertragsjahres fuer neue Flugzeug- bzw. Motorenmuster bis zu je drei verschiedene Propellertypen der normalen Bauart kostenlos zu entwerfen und zu konstruieren und dem Lizenznehmer die Konstruktionsunterlagen - soweit der Lizenznehmer diese noch nicht besitzt - zur Verfuegung zu stellen (je ein pausfaehiges Original und eine Notpause).

Macht der Lizenznehmer von dieser Verpflichtung der VDM Gebrauch, so verpflichtet sich Lizenznehmer, jeweils mindestens 5 stueck komplette Luftschrauben jeder Type von VDM zu kaufen. VDM werden fuer derartige Propeller die gleichen Preise berechnen, wie sie in aehnlichen Faellen in Deutschland erzielt werden. VDM werden vorher dem Lizenznehmer ein entsprechendes Angebot einreichen. Die Zahlung derartiger Propeller hat gegen Auslieferung der Kennsemente zu erfolgen.

Darueber hinaus sind VDM bereit, ueber die oben vorgesehene Zahl von Neuentwerfen hinaus Konstruktionsauftraege vom Lizenznehmer nach Massgabe der durch die eigene Inanspruchnahme gegebenen Moeglichkeiten durchzufuehren. Fuer derartige Auftraege werden VDM Lizenznehmer jeweils ein Angebot auf normaler Kalkulationsbasis zustellen. Der Lizenznehmer verpflichtet sich, in solchen Faellen die ersten 5 Ausfuehrungen derartiger Neukonstruktionen von VDM zu kaufen. Fuer die Preisstellung gilt das in Abschnitt 2) Gesagte.

9.

Die Bediengerate der "VDM-Verstellpropeller" - wie in 2 unter 8) angeführt - sind zwar auf Anregung und in enger Zusammenarbeit mit VDM entwickelt worden, werden jedoch von dritten Firmen hergestellt und an VDM geliefert. Deshalb sind VDM nicht in der Lage, die detaillierten Konstruktionszeichnungen hierfür an den Lizenznehmer zu uebergeben.

VDM verpflichten sich, unverzueglich mit ihren Unterlieferanten entsprechende Verhandlungen ueber die Ueberlassung der Bauunterlagen zu fuehren.

VDM liefern weiterhin, auf Wunsch 4 Wochen nach erfolgtem Vertragsabschluss begiinnen, eine vom Lizenznehmer zu bestimmende Anzahl von kompletten Bediengeratesaetzen fuer den normalen Verwendungsbereich zum normalen Verkaufspreis.

10.

VDM erteilt dem Lizenznehmer das Recht der kostenlosen Mitbenutzung aller ihrer Schutzrechte und Schutzrechtsanmeldungen im Lizenzgebiet, jedoch nur soweit diese sich auf die Vertragsgegenstaende beziehen und es zur Herstellung und zum Vertrieb der Vertragsgegenstaende erforderlich ist.

Der Lizenznehmer verpflichtet sich, alle ihm bekannt werdenden Verletzungen von VDM-Schutzrechten im Lizenzgebiet unverzueglich der VDM zu melden.

Sofern VDM beabsichtigt, gegen die Verletzung ihrer Schutzrechte auf juristischem Wege vorzugehen, wird der Lizenznehmer sie hierbei mit allen Mitteln unterstuetzen.

Der Lizenznehmer kann, falls VDM aus irgendwelchen Gruenden auf

ein solches Vorgehen verzichtet, von sich aus und nach vorheriger Verstaendigung auch im Namen der VDM auf eigene Kosten gegen Verletzungen der japanischen und mandschukuoischen Schutzrechte der VDM vorgehen. In keinem Fall wird jedoch der Lizenznehmer selbst Schutzrechte und Schutzrechtsanmeldungen der VDM angreifen.

Die Anmeldung und Erteilung von Schutzrechten des Lizenznehmers auf die Vertragsgegenstaende sind von diesem der VDM unverzueglich und vollstaendig mitzutellen. VDM erhaelt bei allen Schutzrechten, die dem Lizenznehmer auf Vertragsgegenstaende erteilt sind oder ueber die der Lizenznehmer verfuegungsberechtigt ist das kostenlose Mitbenutzungsrecht und kann dieses auch auf andere Lizenznehmer uebertragen.

Bei Haubenpatenten des Lizenznehmers besteht die Einschraenkung, dass VDM diese fuer sich selbst und ihre uebrigen Lizenznehmer nur insoweit zur freien Mitbenutzung erhaelt, als diese fuer VDM Verstellpropeller verwandt werden.

11.

VDM werden waehrend der Dauer dieses Vertrages alle Anfragen auf Lieferung von Vertragsgegenstaenden aus dem Lizenzgebiet dem Lizenznehmer bekanntgeben und ohne schriftliche vorherige Einwilligung des Lizenznehmers keine Vertragsgegenstaende im Lizenzgebiet herstellen, gebrauchen, ausueben oder verkaufen.

VDM wird waehrend der Dauer des Vertrages auch keinem Dritten fuer das Lizenzgebiet das Recht einraeumen, Vertragsgegenstaende herzustellen oder zu vertreiben. VDM wird weiterhin fuer die Vertragsdauer ihren Lizenznehmer in anderen Staaten, ihren Abnehmern, Kaef

fern die bestehenden Verpflichtungen bekanntgeben und, soweit dies moeglich, Verkaeufe von dieser Seite von Vertragsgegenstaenden im Lizenzgebiet unterbinden. Hierbei wird jedoch vorausgesetzt, dass die Einfuhr der Vertragsgegenstaende in das Lizenzgebiet sowohl durch VDM wie durch dritte Stellen ohne weiteres gestattet ist, wenn sie zusammen mit auslaendischen Flugmotoren oder Flugzeugen erfolgt und in Mengen geliefert werden, die zwei komplette Saetze pro Motor jedes Flugzeuges nicht ueberschreiten.

Der Lizenznehmer verpflichtet sich, seinerseits keinerlei Fertigung und Vertrieb von Vertragsgegenstaenden ausserhalb seines Lizenzgebietes vorzusehen und alle Anfragen, die von Gebieten ausserhalb des Lizenzgebietes an ihn gelangen, unverzueglich und vollstaendig der VDM bekanntzugeben.

Ausgenommen hiervon sind Lieferungen, die zusammen mit japanischen oder mandschurischen Flugmotoren und Flugzeugen erfolgen und in Mengen geliefert werden, die zwei komplette Saetze pro Motor jedes Flugzeuges nicht ueberschreiten.

12.

Fuer die von VDM uebernommenen Verpflichtungen zahlt der Lizenznehmer an VDM als einmalige Pauschalsumme insgesamt

engl. £st. 36.000.--

(in Worten: engl.Pfund Sterling secheunddreissigtausend).

Die Zahlung ist zu leisten auf VDM-Konto bei den Herren Kleinworth, Sons & Co. Ltd, London EC 4., und zwar:

- a) engle.£st. 20.000.-- (in Worten: engl.Pfund Sterling zwanzigtausend)
bei Vertragsabschluss, spaetestens jedoch zwei Monate nach Unterzeichnung des Vertrages in Berlin.

b) engl. £st. 15.000.-- (in Worten: engl. Pfund Sterling
sechszehntausend)

sogleich nach Uebergabe der in 4 und 5 vorgesehenen
Unterlagen, spaetestens jedoch 10 Wochen nach der gemass
a) erfolgten Zahlung.

Voraussetzung fuer die Ueberweisung aller Zahlungen ist die Freigabe
der Devisen durch das japanische Finanzministerium.

13.

Der Lizenznehmer ist berechtigt, die Rechte und den Nutzen dieses
Vertrages nach vorheriger schriftlicher Benachrichtigung der VDM
ueber Namen und Sitz des Unterlizenznehmers innerhalb des Lizenz-
gebietes zu uebertragen.

Der Lizenznehmer verpflichtet sich insbesondere den Nachbau der
VDM-Verstellpropellerhauben auf seinen eigenen Bedarf zu beschaen-
ken und seinen Unterlizenznehmern diese Beschaenkung gleichfalls
bindend aufzuerlegen.

14.

Die Zeichnungen, Kalkulationen, Erfahrungen und andere Instruktio-
nen, welche der Lizenznehmer auf Grund dieses Vertrages empfangen
hat, sollen unter keinen Umstaenden dritten konkurrierenden Firmen
oder Personen zugaenglich gemacht werden.

Alle bei dem Lizenznehmer ausscheidenden Personen muessen verpflich-
tet werden, saemtliche ihnen zum Dienstgebrauch ueberlassenen
Unterlagen ueber VDM-Verstellluftschrauben und deren Bau- und Zube-
hoerteile an den Lizenznehmer zurueckzugeben und durch eidesstatt-
liche Erklaerung zu bestaetigen, dass sich weder Originale noch
Kopien in ihrem Besitz oder im Besitz \neq dritter Personen befinden.

15.

Erfuellungsort fuer alle in diesem Vertrag getroffenen Vereinbarun-
gen ist Frankfurt a/Main.

16.

Der Vertrag laeuft vom Tage der Unterzeichnung fuer die Dauer von 10 Jahren. Nach Ablauf dieser Zeit ist Lizenznehmer berechtigt, ohne irgend welche neuen Verpflichtungen den Bau und Vertrieb der Vertragsgegenstaende in 2 weiterzufuehren. Auch wird VDM nach dieser Zeit keine neue Lizenz auf die Vertragsgegenstaende in die Vertragsgebiete vergeben, noch Sumitomo dort damit Konkurrenz machen. Der Lizenznehmer ist verpflichtet der VDM von sich aus mitzuteilen, wenn er drei Jahre nach Beginn dieses Vertrages in einem Zeitraum von einem Jahr durch eigenes Verschulden keine VDM-Verstellpropeller im Lizenzgebiet zur Ablieferung bringt und falls er den Bau und Vertrieb von VDM-Verstellluftschrauben endgueltig einzustellen beabsichtigt. In einem solchen Fall kann die VDM den Vertrieb der Vertragsgegenstaende im Lizenzgebiet nach vorheriger Mitteilung an den Lizenznehmer wieder aufnehmen.

17.

Der Lizenznehmer kann die Bezeichnung fuer die VDM-Verstellpropeller und ihre Bauteile nach seinem Belieben waehlen. Er ist jedoch verpflichtet, auf den Geræeten selbst, bei allen Ankuendigungen, Veroeffentlichungen und im Schriftverkehr zusammen mit der eigenen Firmenbezeichnung einen klaren Hinweis "Lizenz VDM" vorzusehen.

18.

Durch diesen Vertrag bedingte Steuern und Stempelgebuehren traegt jede Partei gesondert in dem jeweiligen Land.

Berlin, den 13 Februar 1939.

Fuer: Sumitomo Kinzoku Kogyo Kabusiki
Kaisya Osaka
als derzeitiger Re-
praesentant in Berlin

Fuer: Mitsubishi Shoji
Kaisha, G.m.b.H.
Berlin

Fuer:
Vereinigte Deutsche
Metallwerke A.-G.
Zweigniederlassung
Heddernheimer
Kuepferwerk

Anerkannt durch
Sumitomo Kinzoku Kogyo
Kabusiki Kaisya, Osaka

Osaka, denMaerz 1939.

License Agreement

Between

67
Messrs. Sumitomo Shindo Kokan K.K., Osaka/Japan
of the one party (hereinafter called A),

Messrs. Maschinenfabrik Meer Aktiengesellschaft, H. Gladbach,
and

Dr. Fritz Singer, Nuernberg, as trustee of the
Tubus A.G., Glarus/Switzerland

of the other party (hereinafter called B)

the following agreement has been entered into:

I.

B have invented and worked out a new process for manufacturing small seamless steel tubes by means of mechanical crank presses which has already been tested on extrusion presses at the Mannesmannroehren-Werke at Witten and which have proved in practice to satisfy all requirements.

The following patent applications have been filed in Japan, viz.:

Nr. 9949, Sept. 26, 1932 by Dr. Fritz Singer,

Nr. 2469, March 9, 1934 by Dr. Fritz Singer.

The patent applications Nr. 9949 and Nr. 2469 are owned by the Tubus A.G., Glarus/Switzerland.

II.

B hereby grant to A the exclusive right to practise the process mentioned in clause I and to manufacture seamless steel tubes according to said process in plants erected for the process according to clause III as well as to sell

them in the Empire of Japan, its Colonies, Dependencies, Leased Territories and the State of Manchukuo. A is entitled to sell said products also in China, Siam and Dutch East Indies.

According to the agreement between Mannesmannroehren-Werke and Tubus A.G., Messrs. Mannesmannroehren-Werke are bound to make engineers of such firms who concluded a license agreement with Tubus A.G. and ordered an extrusion equipment with the manufacturer, when the Tubus A.G. approved, fully acquainted at their Witten works with all details of the steel tube extrusion process to make possible an orderly and rapid putting into operation of the plant.

III.

B shall supply A for a period of six years, ending March 31, 1940 with all their experiences and all the improvements of the said process made by or under the control of B putting at A's disposal free of charge the full benefit thereof and handing over all particulars, working drawings, figures and notes of prescriptions of the process that may be useful for executing said process.

IV.

A agree to supply B for a period of six years ending March 31, 1940 with all the experiences and improvements that they may find themselves in practising said process and the improvements gained according to clause III and to place at B's free disposal all data necessary for the knowledge of

such improvements without claiming a compensation therefor, but B is bound to communicate and leave said improvements only to such other licensees who agreed to a mutual unlimited exchange of experience.

V.

As compensation for the license right granted to A, A agree to make to Tubus A.G., Glarus as the owner of the patent rights the following annual payments of royalties.

A) RM 55.250.-- in German currency to be paid upon signing this agreement. The sum of RM 30.000.-- paid by A to Maschinenfabrik Meer A.G. on May 17th, 1934 representing the option sum in connection with the optional agreement shall be credited against said sum of RM 55.250.-- so that the amount to be paid upon signing this agreement is RM 25.250.--.

B) Yen 80,000 in Japanese currency to be paid April 1st, 1936.

C) Four annual payments of Yen 80,000 each to be paid April 1st, 1937, 1938, 1939 and 1940.

The amounts of the payments of royalties to be paid April 1st, 1937, 1938, 1939 and 1940 are based on the average price for 12 months from April 1935 to March 1936 of one foot of one (1) inch gas pipe in accordance with the announcements of the Gas-Kan-Hambai Kabushiki Kaisha of Japan (Gas Selling Company). In the event that in 1937, 1938, 1939 and 1940 modifications of this average price should take place amounting to more than 20% the amounts of the royalty shall be

adjusted correspondingly to said modifications.

This adjusting shall be performed in the following manner: S indicates the average price of one foot of one (1) inch gas pipe of from April 1935 to March 1936,

S 6 that of from April 1936 to March 1937,

S 7 that of from April 1937 to March 1938,

S 8 that of from April 1938 to March 1939,

S 9 that of from April 1939 to March 1940.

As long as S 6, S 7, S 8 or S 9 is within the limit of 20% over or below the value of S the amount of royalty to be paid April 1st, 1937, 1938, 1939 or 1940 respectively should remain unchanged, but if S 6, S 7, S 8 or S 9 exceeds the limit of 20% over or below the value of S, the amount of royalty to be paid in the corresponding year should be increased or decreased by the percentage in excess of 20%. For example, if the S 7 is Yen 0,186 while S was Yen 0,15 the difference being 24%, then A should pay 4% more than Yen 80 000, i.e. Yen 83,200 April 1938, and if S 7 is Yen 0,114 the payment would be 4% less than Yen 80 000, i.e. Yen 76,800.

In the event of impossibility of fixing the value of S and/or S 6 etc. for such reasons that the Gas-Kan-Hambai Kabushiki Kaisha is disorganized, discontinues business etc. both parties A and B should consult with each other to find out a fair and reasonable way of adjustment for the amount of royalty to pay.

VI.

The license right granted to A as mentioned in clause II does not permit A or any third party to manufacture any machines and apparatuses, essentially necessary for the execution of the said process or any of its improvements mentioned in clause III, in the Territories where this agreement shall be valid, provides, however, that A may manufacture or cause to be manufactured in the said Territories electrical equipments, non-essential parts and accessories, spare or repair parts for maintenance, and also such equipments as may be necessary for effecting improvements in accordance with clause IV.

VII.

Without obtaining the approval of A, Dr. Fritz Singer of B referred to in the license agreement cannot permit any maker in any country to manufacture the machinery of the same principle or design as the crank press covered by the contract, whatever its purpose is, for installing in the territories covered by this agreement.

VIII .

Dr. Singer is bound to furnish A with all necessary power for prosecuting infringers of the patents forming the object of the present agreement, but this prosecution shall take place only in the event that by the infringement in question substantial damage is caused to A. The expenses to Tubus A.G., Glarus and the other half by A. It is agreed, however, that the share to be borne by Tubus A.G., Glarus shall not exceed one half of one annual license fee in all

taking the average for the years which the legal action is pending.

IX.

The annual patent fees which shall be paid to the Japanese Government for maintaining and protecting the patents mentioned under clause I, will be paid by A directly as long as t is agreement is in force.

In the event of Dr. Singer being not interested in filing new patents in Japan for future inventions or improvements in connection with the steel tube extrusion process A will have, during the period of six years ending March 31, 1940 an option for applying patents for the said inventions or improvements themselves in Japan.

X.

This agreement shall be binding respectively upon the executors, administrators, successors, legal representatives and assigns of the parties thereto.

XI.

The present agreement shall be in force for the period of 12 years, beginning April 1st, 1935 and ending March 31st, 1947.

XII.

The invalidity of one or several provisions of this agreement does not affect the continuance and validity of the remaining provisions.

XIII.

This agreement is to be construed and take effect in accordance with the German law.

This Deed shall be executed in the English language in duplicate, each copy having full legal validity, and to be signed by the three parties or their Attorneys, each party retaining one copy of this Deed.

This agreement shall become valid on the day when it is signed by both parties and after the payment of RM 25.250.- as mentioned in clause V has been effected.

Received from the
the sum of Reichsmark Twenty Five Thousand Two Hundred and Fifty, on1935, as provided for in clause v hereof.

Sign as trustees of

Messrs. Sumitomo Shindo Kokan K.K. of Osaka - Nippon called " A " herein

Deutsche Bussan A.G. Berlin W. 8 Kronenstrasse 60

Sign as trustee of

Messrs. Tubus A.G. of Glarus (Switzerland) called " B " herein

Dr. Singer

(Signed)

and Maschinenfabrik Meer Aktiengesellschaft of M. Gladbach (Germany) called "B" herein

(Signed)

Dated BERLIN September 16th 1935

(Signed)

T O K Y O
April 8, 1937REPRESENTATIVE AGREEMENT

(70) THIS AGREEMENT dated and to take effect May 31st, 1937 but actually executed on the dates set opposite the signatures of the parties hereto by and between The Dorr Company, Inc. of 570 Lexington Avenue, Borough of Manhattan, New York, U.S.A., hereinafter sometimes called "DORRCO", and Sanki Engineering Company, Ltd. of Tokyo, Japan, sometimes called "REPRESENTATIVE".

W I T N E S S E T H :

THAT, for and in consideration of the mutual benefits to be derived from this agreement, and in consideration of the faithful observance and performance by both parties hereto of the covenants, terms and conditions hereinafter set forth, and in consideration of the sum of one (\$1.00) dollar, by each of the parties to the other paid, the receipt whereof is hereby acknowledged, it is mutually understood and agreed as follows:

1 - STATUS OF THE REPRESENTATIVE

DORRCO hereby appoints the REPRESENTATIVE its exclusive representative in the territory hereinafter designated, with the right to have manufactured, and sell Dorr equipment as herein described, subject to the terms and conditions of this agreement, except that DORRCO reserves to itself the right to sell said Dorr equipment in the territory covered by this agreement, subject to the terms and conditions hereinafter set forth.

2.- TERRITORY

This agreement shall include, and be strictly limited to, the following territory: THE Japanese Empire and Manchukuo.

3 - DORR EQUIPMENT COVERED

The term "Dorr equipment", as used in this agreement, and for which the REPRESENTATIVE hereby obtains manufacturing and selling rights, shall be considered as meaning the various machines, both standard and special, and parts and accessories therefor, as listed in the attached schedule, marked Schedule "A", and which by this reference is made a part of this agreement, subject to the restrictions and reservations contained in Paragraph 4 hereof. Said Schedule "A" may be revised by DORRCO at its option, by adding to or subtracting from the items contained therein through the issuance of a new schedule. Any such new schedule may be issued by DORRCO on thirty (30) days written notice, and, upon the expiration of the notice period, shall become the schedule in effect under this agree-

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ment, superseding all schedules of previous dates except that the REPRESENTATIVE shall be permitted to accept orders on machines or parts thereof omitted from the latest schedule, for which valid proposals are actually issued and have not been outstanding for more than thirty (30) days from the time it received notice of DORRCO's intention to issue a new schedule.

4 - RESTRICTIONS AS TO INDUSTRIES

This agreement covers the sale of Dorr equipment as specified in Schedule "A" hereto annexed, intended for use in all industries to which it is now adapted, with the exception of the following, and said Schedule "A" and this agreement are limited by this restriction and reservation:

- (a) All Dorr equipment for the cane and beet sugar industry or any operation directly connected therewith, including Trade Waste disposal and water purification.
- (b) Turbo-Mixer equipment and its parts and accessories for the oil industry.
- (c) Any Dorr equipment, the sale of which involves the granting of licenses under process rights whether or not these rights are controlled by DORRCO. In such cases, however, the sale of Dorr equipment, or rights, may be made according to special arrangement with DORRCO for each individual case.

5 - COMPETITIVE EQUIPMENT

So long as this agreement remains in full force and for five (5) years after the termination thereof, the REPRESENTATIVE shall refrain from manufacturing, or having manufactured, and/or selling directly or indirectly or aiding others to manufacture and sell any type or make of equipment which is competitive to that manufactured by DORRCO, without first obtaining DORRCO's written permission so to do.

6 - SELLING AND SERVICING

The REPRESENTATIVE undertakes to use its best efforts to promote and develop the sale of Dorr equipment in its territory and to maintain such salesmen and engineers as may be necessary for properly conducting selling, field servicing and engineering in connection with Dorr equipment sold by the REPRESENTATIVE in its territory and to so prosecute the business that no reasonable chance of securing an order shall be lost. Selling, servicing and engineering of Dorr equipment shall be done by the REPRESENTATIVE without cost to DORRCO.

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7 - BULLETING AND INFORMATION

DORRCO shall supply the REPRESENTATIVE with bulletins and circulars pertaining to the equipment covered by this agreement, and shall also loan the REPRESENTATIVE for its use, solely within the territory mentioned, such confidential data and correspondence, as DORRCO may deem necessary. The REPRESENTATIVE agrees to use every possible care that all such data, also details as to DORRCO's prices and other matters shall not fall into the hands of unauthorized parties, and that all such information shall be returned to DORRCO on demand. The REPRESENTATIVE also agrees to regard all matters having to do with DORRCO's business as confidential and to treat them as trade secrets belonging to DORRCO.

8 - INQUIRIES

DORRCO shall notify the REPRESENTATIVE of any inquiries which it may receive having to do with the sale of equipment covered by this agreement in the territory specified, unless DORRCO elects to sell such equipment itself, subject to the conditions herein imposed upon such sale.

9 - MANUFACTURE

The REPRESENTATIVE is hereby given the right to have manufactured by Toyo Babcock K.K. such Dorr equipment as it may sell under this agreement, so long as Toyo Babcock K.K. assumes to the REPRESENTATIVE the same written obligations as REPRESENTATIVE assumes to DORRCO as stated in this agreement. Machines or parts which cannot be satisfactorily produced locally are to be obtained from DORRCO by Toyo Babcock K.K.

10 - DRAWINGS

DORRCO shall furnish to the REPRESENTATIVE drawings and specifications for use in the manufacture of Dorr equipment by the REPRESENTATIVE, but such drawings and specifications shall be those as would be used by DORRCO America and any conversion of said drawings and specifications to suit the practices of or materials available in the REPRESENTATIVE's territory shall be done by the REPRESENTATIVE At its own expense. Such conversions as are made by the REPRESENTATIVE shall not include alterations to the equipment to be manufactured, except upon consent from DORRCO. The drawings and specifications and any copies made by the REPRESENTATIVE shall be and remain the property of DORRCO, and shall be returned to DORRCO on demand. None of DORRCO's drawings and specifications or other material dealing with the manufacture of Dorr equipment or copies thereof shall be given or loaned to any third party, except for purposes of manufacture, as herein provided. In the event of manufacture in the REPRESENTATIVE's territory by an outside manufacturer and, the loaning of such drawings and specifications to such manufacturer, DORRCO's interest in such drawings and specifications and other data shall be fully protected.

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11 - PATTERNS

The patterns shall be delivered to DORRCO without charge upon demand. The REPRESENTATIVE shall be responsible at its own expense for the storage and care of such patterns and shall insure them at its expense.

12 - NAMEPLATES

Each unit of equipment manufactured under this agreement by the REPRESENTATIVE, or its manufacturer, shall have attached to it one or more nameplates which shall be located as shown on DORRCO's manufacturing drawings. These plates shall be provided by the REPRESENTATIVE from designs furnished by DORRCO and shall be stamped by the REPRESENTATIVE with certain serial, patent and other numbers as called for by DORRCO. A careful record of such plates with stampings on same shall be made by the REPRESENTATIVE and reported to DORRCO. All nameplates not attached to machines shall be and remain until so attached, the property of DORRCO. The REPRESENTATIVE may further attach its own nameplate to any Dorr equipment sold by it, but any special wording in reference to DORRCO or its equipment shall be first approved in writing by DORRCO.

13 - SPECIAL TECHNICAL OR ENGINEERING WORK

In cases where REPRESENTATIVE desires the use of DORRCO's specialized knowledge and experience other than that normally furnished by DORRCO's Technical Expert and his assistant or assistants, and including testing, research, plant designs, designs of special equipment, etc., such work when performed is to be paid for by REPRESENTATIVE on a basis to be mutually agreed upon between REPRESENTATIVE and DORRCO before the work is undertaken.

14 - PERSONNEL

DORRCO undertakes to locate its Technical Expert with one assistant in REPRESENTATIVE's Tokyo office. The salaries of DORRCO Expert and assistant to be paid by DORRCO, but their office and traveling expense, when on business coming within the scope of this agreement are to be paid by REPRESENTATIVE. The Technical Expert and assistant are to advise and assist REPRESENTATIVE's organization in initiating and obtaining business and will supervise for REPRESENTATIVE the design and manufacturing of equipment sold under this agreement. DORRCO will send, from time to time, special experts as in the past into this territory when their need is mutually agreed upon. Expenses to and from Tokyo for DORRCO account; and those in the territory, excluding salary, for REPRESENTATIVE's account.

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15 - COMMISSIONS

REPRESENTATIVE is to receive as its commission for the service rendered in accordance with this agreement 35% of the Babcock K.K.'s equipment production cost invoice to REPRESENTATIVE. REPRESENTATIVE is to receive 5% of the ex Yokohama factory selling price of spare and repair parts sold under this agreement.

Whenever DORRCO shall sell Dorr equipment into REPRESENTATIVE's territory, other than through REPRESENTATIVE, DORRCO shall pay REPRESENTATIVE as consideration for the privilege of selling direct a commission computed as follows:

- (a) 5% of DORRCO's net factory selling price on Dorr standard and special machines.
- (b) 2.1/2% of DORRCO's net factory selling price on Dorr parts or accessories.

Such commissions as may become due, the REPRESENTATIVE under this paragraph to be paid at the rate of exchange on the date of sale.

16 - REPRESENTATIVE'S SELLING PRICE

REPRESENTATIVE's actual selling price to the purchase is not to exceed ex Yokohama factory selling price (to be furnished by Technical Expert) plus actual out-of-pocket expenses paid by REPRESENTATIVE for freight, interest, insurance in transit and commissions paid outside of REPRESENTATIVE's Company. If, for unavoidable reasons, the selling price is higher than as above outlined, one half (½) the items furnished by DORRCO as described in Paragraph 17.

17 - PAYMENTS

As REPRESENTATIVE receives payment (but not later than two (2) months after he has been notified that shipment is ready to leave factory), he is to pay on a pro rata basis Toyo Babcock K.K.'s invoice as approved by Technical Expert and to pay to DORRCO as compensation for the rights, engineering, technical advice, drawings, patterns, bulletins and other facilities and service, 65% of the difference between the ex Yokohama factory selling price and Toyo Babcock K.K.'s production cost invoice.

18 - EQUIPMENT GUARANTEES

REPRESENTATIVE shall guarantee its customers that all Dorr equipment or parts for same manufactured by it under this agreement will be made of first-class materials and workmanship throughout, and will replace or repair, free of charge f.o.b. point of

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manufacture, any part or parts of such Dorr equipment which may prove defective within one (1) year from date of shipment, fair wear and tear excepted; decomposition, however, shall not be considered as evidence of defect.

19 - GUARANTEES OF PERFORMANCE

The REPRESENTATIVE shall not have the right or authority to commit or bind DORRCO to any contract or financial obligation, and the REPRESENTATIVE shall make no guarantees on behalf of DORRCO as to capacity, performance or results to be obtained with the equipment covered by this agreement, except as specifically authorized by DORRCO in writing. REPRESENTATIVE shall hold DORRCO exempt from any and all damage, liability or responsibility directly resulting from or growing out of the REPRESENTATIVE's acts, negotiations or transactions in connection with the sale and/or installation of any Dorr equipment covered by this agreement.

20 - PATENT IMPROVEMENTS & INFRINGEMENTS

All rights in improvements and ideas relating to the equipment and/or processes covered by this agreement made or obtained by the REPRESENTATIVE or its employees and associated, or its manufacturers, shall be and remain the property of DORRCO, which shall have exclusive rights in and control of obtaining, maintaining and terminating all patents and applications for patents on said equipment or improvements. The REPRESENTATIVE shall give or cause to be given all reasonable assistance to DORRCO in establishing and protecting DORRCO's patent and trade mark rights, including the execution of documents necessary to obtain patent protection in the territory covered by this agreement or elsewhere, all fees in connection with which will be paid by DORRCO.

The REPRESENTATIVE shall promptly notify DORRCO of any infringement or attempted infringement of any patent covering Dorr equipment or processes or trade marks which may come to the REPRESENTATIVE's attention and will furnish DORRCO such description and sketches of same so that the matter will be clearly understood by DORRCO and agree to cooperate with DORRCO in any means it may take to put a stop to such infringement, but with the understanding that such cooperation shall not subject the REPRESENTATIVE to any expense or responsibility in the matter. The REPRESENTATIVE shall not during the life of this agreement or at any time thereafter, dispute the validity of any patents held by or to be held by DORRCO.

REPRESENTATIVE agrees to handle in its name, but at DORRCO's expense and responsibility as directed by DORRCO, any of DORRCO's patent litigation or negotiations as requested by DORRCO. Transfer of individual patent rights and all other arrangements necessary to the carrying out of the provisions of this paragraph to be made in advance of each such transaction.

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21 - TERM OF AGREEMENT

This agreement is for a period of two and onehalf (2½) years from the date hereinabove first stated. During this period neither side has the right of cancellation except for breach or violation. After two (2) years, either side can terminate six (6) months after filing with the other side written notice of intention to cancel the agreement. Anything to the contrary notwithstanding, this agreement shall immediately be terminated without notice or further action on the part of DORRCO in the event that the REPRESENTATIVE goes out of business, becomes insolvent, is adjudicated a bankrupt or makes a general assignment for the benefit of creditors. DORRCO may terminate this agreement at any time on sixty (60) days written notice in the event of a breach of the terms and conditions of this agreement by the REPRESENTATIVE provided that the REPRESENTATIVE may remedy such breach within the sixty (60) day period of the notice, in which event such notice shall be considered withdrawn and of no further effect. Any manufacturers' subcontract shall have dates of termination identical with above.

22 - TRANSFER OF AGREEMENT

Neither this agreement nor any interest therein shall be transferred or assigned to any person, firm, corporation or association by the REPRESENTATIVE, without the written consent of DORRCO, first obtained.

23 - REPORTS AND HANDLING OF ORDERS

Within thirty (30) days after receipt of an order, the REPRESENTATIVE shall report each and every order received by it for the sale of Dorr equipment, which report shall record the number, type, size, specifications, final destination, serial number and selling prices of each item of Dorr equipment, as well as the estimated payments due DORRCO, and such other details as may be called for on forms to be furnished to the REPRESENTATIVE by DORRCO. All import orders given by the REPRESENTATIVE to DORRCO for manufacture by DORRCO shall be confirmed in writing, clearly stating the quantity, specifications, special instructions, shipping directions, reference to REPRESENTATIVE's report as described above and any other information requested by DORRCO as being necessary for the proper fulfillment of the order placed with it.

24 - ACCOUNTS

The REPRESENTATIVE shall keep such records as are necessary to show all orders received for Dorr equipment, selling price, discount, freight, insurance, interest and other similar out-of-pocket expenditures to be reported under this agreement or which

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DORRCO is entitled to inquire about, and such records shall be open at all reasonable business hours to the examination and inquiry of any accredited representative of DORRCO, who shall be entitled to take copied thereof or extracts therefrom.

25 - ARBITRATION AND INTERPRETATION

In the event that any dispute arises as to the interpretation of this agreement, or any compensation in connection with its, such dispute shall be referred to an arbitrator to be mutually agreed upon, or, if the parties cannot mutually agree upon an arbitrator, then each party shall appoint its own arbitrator, and the decision of such arbitrator or arbitrators, or an umpire, appointed by them, shall be final and binding upon both parties and may be made the subject of court action. The costs of such arbitration shall be borne as decided by the arbitrators, or by the umpire selected by them. The provisions of this arbitration clause, however, shall not affect any provision contained in this agreement, which gives to either party solely the right to decide any question specified.

26 - PRIOR AGREEMENTS AND UNDERSTANDINGS

This agreement shall be deemed to supersede all previous agreements or understandings, either written or verbal between the parties and this agreement may not be changed, altered or amended except in writing, signed by the duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers and their seals affixed as of the date first hereinabove mentioned.

Signed April 10th, 1937

Attest:

Attest:

"DORRCO"
THE DORR COMPANY, INC%

By _____

"REPRESENTATIVE"

By _____

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SCHEDULE "A"

Dorr Equipment consists of the following machines in the sizes and types for which drawings and material lists are available in New York:

Machines

The Dorr Agitator
 The Dorrco Aerator
 The Dorrco Turbo Aerator
 The Dorr Multizone Classifier
 The Dorr C. S. C. Turret Bowl
 Classifiers
 The Dorrco Filter Plates
 The Fahrénwald Sizer
 The Dorrco Pumps, Suction & Pressure
 The Dorrco Repulper
 The Dorrco Rotary Pipe Conveyor
 The Dorr Saveall
 The ADka Saveall
 The Barnes Dorrco Plunger Sludge
 Pump
 The Dorr Torq Clarifiers
 The Dorr Square Clarifier
 The Dorrco Screen
 The Dorrco Bar Screens
 The Dorr Detritor
 The Dorr Multigestion System
 The Dorr Skinner Unit
 The Dorrco Distributors
 The Dorrco Flocculator
 The Dorr Slurry Mixer
 The Turbo Mixer
 The Dorr Torq Thickener
 The Dorr "A" Thickener
 The Dorr Traction Thickener
 The Dorr Washing Tray Thickener
 The Dorr Combination Tray Thickener
 The Dorr Washer
 The Dorr Sand Washer
 The Dorr Sludge Drying & Incineration System

Accessories

Where applicable on these mechanisms.

Cylindrical Steel Tanks
 Superstructures
 Support Beams
 Steel Columns
 Feedwells
 Motors
 Walkways
 V Belts
 Chains
 Scum Skimmers
 Overflow boxes
 Traction Rails
 Trommel Plates
 Trays

Dorr-Sanki Agreement

Mr. K. Kobayashi

Tokyo

Aug. 23, 1939

T. B. Ford

The Sanki-Dorr Representative Agreement provides that whenever Sanki sells Dorr equipment in any one year to an amount exceeding 1.5 million yen ex factory selling price the distribution of the gross profits would be 60% 40% instead of 65% 35%.

This does not apply to any Oliver equipment but The Dorr Company in New York has agreed that any dollar business which Sanki sells can be converted into yen in order to help Sanki reach the total of 1.5 million yen. Orders sold by Dorrco in the U.S. where Sanki has an encroachment fee would not be counted.

Our rough calculations show that the Dorr business closed this year up through Order 10063, totals approximately ¥ 1,300,000. If the Manshu Kozan order is converted into yen and added the total becomes almost two million yen.

The Dorr Company has advised us that on all new orders received for Dorr equipment for the remainder of 1939 we can make a distribution of 40% of the gross profit to Sanki instead of 35%.

Yours very truly.

Sanki Representation - General

Oct. 8, 1940

Mr. K. Kobayashi

R. Crichton

Tokyo

In accordance with instructions received from New York we are handing to you the following:

2 Vol. - Dorr Company's Price Books

The prices given are of no use to Sanki as these are basic prices liable to additions and deductions. However, the yellow sheets contain specifications for equipment and the white sheets give table of weights which will be of use to Sanki, and in the case of securing quotations from TBKK on machines not previously manufactured this table of weights will be of use.

For future sales Sanki are to obtain from TBKK a quotation on costs for any new unit they intend to sell. To this figure they are to apply 60 cost/sell ratio, i.e., Sanki's ex factory sell equals TBKK's quotation multiplied by 100 and divided by 60. To this figure Sanki would, of course, add any margin they deem necessary as has been done in the past.

During our absence we are authorized to inform Sanki that the split of gross profit on any such new business will be 60% to Dorr and 40% to Sanki instead of the 65/35 now used. In the case of Oliver's business we assume that Sanki gets 40% also instead of the 35%.

We will be glad to discuss any questions you may have prior to my leaving.

Drawing Index

This shows under the machine heading the proper material lists to be used for each size of machine.

To Mr. K. Kobayashi, Tokyo.
Re: Sanki Repre. - General

Page No.2
October 8, 1941

and on the material list are listed all drawings required for any particular machine. This will be kept up to date by The Dorr Company.

Repair Part Book

The costs in this book will be of no value to Sanki. On the other hand in the case of sundry repair parts the weights are listed for each individual pieces and in the case of estimates these weights will be of use.

TBKK Cost Data

This file lists actual shop costs for equipment previously manufactured and should be a guide to Sanki in the case of receiving quotations from TBKK for new work.

Oliver Price Book

The price information is of no value to Sanki but the shipping weights and machine specifications are of use to Sanki. The books are left on account of shipping weights and general specifications.

If there are any questions prior to my leaving, I shall be glad to discuss them with you.

Very truly yours,

February 24, 1941.

DORR JAPANESE PATENTS AND APPLICATIONS

<u>File No.</u>	<u>Patent No.</u> (App.No. where indicated)	<u>Invention</u>	<u>Expires</u>	<u>Remarks</u>
J-40	87,648	Round Fraction Thick.	3-10-45	
J-136	85,412	Sq. Tracton Clarifier	10-11-44	
J-148	90,561	Detrtion Clarifier	10-11-44	
J-148	90,561	Detritor	11-10-45	
J-152	88,102	KN. Bar Screen	4-21-45	
J-167	106,331	Clarigester	1-24-49	
J-176	106,640	Critical Size Control	2-26-49	
J-186	96,438	Harms - Crystallization, Recirc. (process)	4-6-47	
J-188	U.M.265,281	Type S Clarifier	3-22-49	
J-203	119,108	Russell Vertical Flocculator (Process)	11-9-51	
J-208	103,416	Bar Screen, Mercury Switch Float Control	6-16-48	
J-227	107,751	"G" - Picket Fence Thickener	5-30-49	
J-234	120,686	Multizone Classifier	3-1-52	
J-241	U.M.222,499	Smith Flocculator (Apparatus)	4-18-46	
J-247	U.M.265,280	"K" Digester	3-22-49	
J-255-A	171,611	Multidigestion(Process)	9-5-53	
J-255-B	127,858	Multidigestion(div.)	9-19-53	
J-264	U.M.238,670	Distributor	6-16-47	
J-276	118,467	Mercier - Thickener, O/L Relief	9-14-51	
J-307	109,964	Turbo-Oxidizer	10-19-49	To be dropp in 1942

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<u>Our File No.</u>	<u>Patent No. (Apn.No.where indicated)</u>	<u>Invention</u>	<u>Expires</u>	<u>Remarks</u>
J-339-A	U.M.261,554	"A" Thickener Drive	1-6-49	
J-339-B	U.M.261.937	"A" Thickener Drive	1-13-49	
J-368-B	132,383	Flocculator in Clarifier Feedwell	7-8-54	
J-373	127,424	Flocculator comb. with settler (Process)	8-23-53	
J-386	Apn.15244/35 Apn.UM 27190/38	Turret-Bowl Class.	(Filed 12-11-35) (" 9-30-38)	
J-412	79,485	Adka Saveall Process	8-11-43	
J-141	Apn.12105/38 Apn. UM 18655/41	Herm's Washing Thick.	(Filed 9-3-38) (" 7-16-41)	
J-418	123,605	Torg Thickener & Improvements	10-18-52	
J-422	96,933	KPV - Ammonium Sulfate (Process)	11-6-46	
J-441	138,284	Jenks - Biofiltration (Process)	6-5-55	
J-460	135,005	Ramsey Comb. Washing Tray Thickener	11-19-53	
J-463-AB	Apn.11872/39	Thick., Tray, Divided Center Compartment (Multifeed)	(Filed 8-23-39) (Filed 3-20-41)	
J-479-A	144,486	Flocculation, Flocculator, Clarifier, Feedwell, Submerged Clariflocculator	4.5.56	
J-479-B	Apph.3855/41	Do. (div.)	(Filed 2-18-41)	
J-504	Apn.10576/39	Thick.,sq., Extension Arm (Squarex) Omnibus	(Filed 7-25-39) (" 8-8-41)	
J-508	Apn.18464/40 Apn.UM 27700/41	Pump, Duplex, Diafram (V type)	(Filed 12-12-40) (" 10-14-41)	
J-508-A	Apn.UM 29496/40	Pump, Duplex, diafram (V type)	(Filed 12-12-40)	

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<u>Our File No.</u>	<u>Patent No. (Apn.No.where indicated)</u>	<u>Invention</u>	<u>Expires</u>	<u>Remarks</u>
J-509	U.M. 308,249	Slotted Classifier	10-27-51	
J-509-A	Apn.UM 25531/40	Slotted Classifier	(Filed 11-1-40)	
J-509-B	U.M. 308,248	Slotted Classifier	10-27-51	
J-512	142,652	Aluminium, Settling, Coagulant, Starch	12-24-55	
J-525	U.M. 309,770	Classifier, Rake Lift- ing, Automatic Power- operated (Robot)	11-25-51	
J-530	Apn.18853/40	Flocculator, Bottem Feed, Below Clarifier, V-blades (Hydro-Treator)	(Filed 12-18-40)	

AGREEMENT

THIS AGREEMENT, dated and to take effect May 31, 1937, but actually executed on the dates set opposite the signatures of the parties hereto, by and between The Dorr Company, Inc. with offices at 570 Lexington Avenue, New York, N.Y., hereinafter sometimes called "DORR", and Oliver United Filters Incorporated with offices at 351 California Street, San Francisco, Cal., hereinafter sometimes called "OLIVER".

WITNESSETH:

A. Dorr has effected arrangements with Sanki Engineering Company, Ltd., of Tokyo, Japan, hereinafter called the "Japanese Representative," pursuant to which the Japanese Representative undertakes the manufacture, through Toyo Babcock, and the sale of certain Dorr equipment in the Japanese Empire and Manchukuo.

B. Oliver desires Dorr to effect arrangements for the marketing, by the Japanese Representative, of certain Oliver equipment in such territory and, for that purpose, desires to grant to Dorr the right and authority, and to furnish to Dorr the engineering services, drawings, data, etc., provided for herein.

Now therefore, for and in consideration of the mutual benefits to be derived from this agreement, and in consideration of the faithful observance and performance by the parties hereto of the covenants, terms and conditions hereinafter set forth, it is mutually understood and agreed as follows:

1 - GRANT OF RIGHTS

OLIVER, on the terms and conditions of this agreement, hereby grants to DORR the right to sublicense, authorize and assist its Japanese Representative to have manufactured and to sell, except for use in the filtration of cane sugar juice, in the territory hereinafter stated, the patented and unpatented Oliver equipment hereinafter referred to.

2 - DORR'S UNDERTAKING TO PROMOTE SALE OF OLIVER EQUIPMENT

Dorr undertakes to enter into an agreement with its Japanese Representative consistent with the terms of this agreement, and further agrees that any such agreement shall obligate the Japanese Representative to use its best efforts to promote and develop the sale of Oliver equipment in the territory covered by this agreement, and to render all requisite and necessary service on Oliver equipment sold, and Dorr undertakes to use its best efforts to assist the Japanese Representative in this endeavor.

3. TERRITORY

This agreement shall include and be strictly limited to the Japanese Empire and Manchukuo.

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4 - OLIVER EQUIPMENT COVERED

The term "Oliver Equipment," as used in this agreement shall mean the machines and parts thereof and accessories therefor listed in Schedule "A" of this agreement which, by this reference, is made a part of this agreement. Said Schedule "A" may be revised by Oliver by adding to or subtracting from the items at the time contained therein. Any such revision of Schedule "A" shall take effect thirty (30) days after Dorr shall have received written notice thereof, except that the Japanese Representative shall be permitted to accept orders for machines, parts and accessories, omitted from Schedule "A" by any such revision for which proposals are issued and have not been outstanding for more than 30 days from the time the Japanese Representative receives notice, which notice Dorr shall give promptly upon receipt of similar notice from Oliver, of the revision omitting such machines, parts or accessories from Schedule "A".

5 - COMPETITION

Dorr shall refrain, and shall cause the Japanese Representative to agree to refrain, for five (5) years after the termination hereof, from having manufactured and from selling and from aiding others to manufacture or sell, directly or indirectly, in the territory covered by this agreements, the Oliver equipment covered by this agreement.

6 - BULLETINS AND INFORMATION

Oliver shall supply DORR with bulletins and circulars in English pertaining to the Oliver equipment covered by this agreement, and shall also loan DORR for use solely within the territory mentioned, such confidential data and correspondence as OLIVER may deem necessary for the purposes of this agreement. DORR agrees to use every possible care that all such data and all details as to OLIVER'S business and other matters shall not fall into the hands of unauthorized parties, and that all such information shall be returned to OLIVER on demand. DORR also agrees to regard all matters having to do with OLIVER'S business as confidential and to treat them as trade secrets belonging to OLIVER.

7 - INQUIRIES

OLIVER shall turn over to DORR any inquiries which it may receive having to do with the sale in the territory specified, of the Oliver equipment covered by this agreement.

8 - DRAWINGS

OLIVER shall loan DORR, as and when available, one set of detailed shop drawings and material lists, for one unit only, of each type of machine, part and accessory listed in Schedule "A". It shall also loan DORR drawings, material lists, specifications, etc. for each machine as sold in this territory, provided similar drawings, etc. have not already been furnished in connection with previous sales. Such drawings, etc. shall be those as would be used