

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Glew Technologies Pty. Ltd.	06/02/2003
RECEIVING PARTY DATA	
Name:	Frank Jasper Pty Ltd.
Street Address:	111 The Esplanade
City:	Mt. Pleasant
State/Country:	AUSTRALIA
Postal Code:	WA 6153
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5762832
Patent Number:	7510171
Patent Number:	7287744
CORRESPONDENCE DATA	
Fax Number:	(314)612-2326
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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NAME OF SUBMITTER:	David B. Jennings
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GLEW TECHNOLOGIES PTY LTD
A.B.N. 11 100 243 703
(The Licensor)

-and-

THE LICENSEE

TECHNOLOGY LICENCE AGREEMENT

STAMP
Penalty: 8c
25 DEC 2003
A
HLL

THIS AGREEMENT is made and entered into the 2nd day of June 2003

BETWEEN:

GLEW TECHNOLOGIES PTY LTD A.B.N. 11 100 243 703 of 856 Chapman Road, Glenfield, Western Australia (hereinafter referred to as "the Licensor") of the first part;

-AND-

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 21/11/07 10:33 002848525-002
The Licensee of the second part.
SU \$ *****20.00 PEN *****4.00

The party or parties named in the First Schedule (hereinafter referred to as "The Licensee") of the second part.

RECITALS

- A. Wayne Glew of Glew Technologies Pty Ltd, is the inventor of the System.
- B. The Licensor, as assignee from Wayne Glew, own the Internal Combustion Fuel Supply System and the intellectual property rights (defined as "IPR" in clause 2.11) relating to the System.
- C. The Licensee wishes to acquire rights to the IPR under licence from the Licensor to exploit the IPR in the Territory including by manufacturing and marketing the Product and by sub-licensing third parties.
- D. The Licensor has the right to grant a licence to use the IPR.
- E. The Licensor is willing to grant to the Licensee, the rights referred to in recital C to utilise the IPR.

NOW THEREFORE in consideration of the premises and covenants hereinafter set forth, the parties hereto agree as follows:

1. The recitals hereto are incorporated herein.

2. DEFINITIONS AND INTERPRETATIONS

For the purpose of this Deed, the following words and phrases will have the meanings set out below:

- 2.1 "Aftermarket" means the market for installation of the Product on motor vehicles using an IC engine powered by petrol/gasoline and which vehicles are licensed for use on public roads anywhere in the Territory.
- 2.2 "Agreement" means this agreement as it may be varied in writing from time to time and includes all attachments, annexure and schedules incorporated by reference.
- 2.3 "Confidential Information" means any information disclosed by one party to the other pursuant to this Agreement which is information that is not in the public domain and is in written, graphic, machine readable or other tangible or electronic form and is marked "Confidential", "Proprietary" or in some other manner to indicate that it has been disclosed in confidence. Confidential information includes ideas, data, extractions, plans, specifications, prototypes, equipment, formulae, Know-How, inventions, techniques, technology, computer software, Designs, copyright, databases, drawings, process, descriptions, reports, developments, unpublished patents, results, technical advice, client lists and trade secrets and all other information or material of a similar nature and whether tangible or intangible in nature, and shall also include oral information disclosed in confidence by one party to the other, and information obtained by visual inspection of prototypes, equipment and components pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure.

- 2.4 "Computer" means the computerised or electronic device [REDACTED]
[REDACTED]
- 2.5 "Copyright" means all rights in the nature of copyright with respect to the System and Product and any enhancement and any component or part thereof in respect of which the Licensor holds at the Effective Date or at any time during the Term any right, title or interest legal or beneficial whatsoever.
- 2.6 "Circuit Layouts" means EL rights arising under the Circuit Layouts Act 1989 and any other circuit layout Act in force in Australia from time to time and under any similar legislation in any other country with respect to any integrated circuit comprised in the System, and Product, Enhancement or component part thereof in respect of which the Licensor holds at the Effective Date or at any time during the Term any right, title or interest legal or beneficial whatsoever.
- 2.7 "Design Rights" means rights arising with respect to any design registered or registrable under the Designs Act 1906 any other Designs Act in force in Australia from time to time and under any similar legislation in any other country with respect to the System any Product and any Enhancement or any component or part thereof in respect of which the Licensor holds at the Effective Date or at any time during the Term any right, title or interest legal or beneficial whatsoever.
- 2.8 "Effective Date" means the date by which this Agreement has been executed by each party hereto.
- 2.9 "Enhancement" means any improvement, update, revision, modification, extension, or change, patentable or otherwise, to the system and any Product and component parts thereof, made by the Licensor or the Licensee.
- 2.10 "IPR" means all rights and property arising and subsisting under statute, at common law and in equity in and in relation to Patents, Copyrights, Designs, Confidential Information, Trademarks, Know-How and Circuit Layouts and the right to have trade secrets and other confidential information kept confidential and all other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967.
- 2.11 "IC" means internal combustion engine using petrol (gasoline) as its fuel.
- 2.12 "Know-How" means all of the technical knowledge, information, technical data, calculations, algorithms, inventions, devices, processes, procedures or methods of production, including trade secrets, relating to the design, development, manufacture, use, service or sale of the System, the Products and Enhancements in respect of which the Licensor holds at the Effective Date or at any time during the Term any right, title or interest legal or beneficial whatsoever.
- 2.13 "Licence Fee" means the fee so described in the First Schedule.
- 2.14 "Manufacture" includes construct, make, assemble, produce or otherwise prepare for commercial use or exploitation.
- 2.15 "OEM" means original equipment manufacturer being any manufacturer of motor vehicles or of motor vehicle engines.

- 2.16 "Patents" means all classes or types of patent, patent rights, utility models, and applications therefore in respect of which the Licensor holds at the Effective Date or at any time during the Term any right, title or interest legal or beneficial whatsoever with respect to the Products, the System and Enhancements in any country in the world and including the patents and patent applications listed in the Schedule.
- 2.17 "Product" means each product utilising or incorporating the System and/or any Enhancement in whole or in part and includes any product which incorporates a Product as a component part or sub-system.
- 2.18 "Purchaser" means any person or entity to whom a Product is sold.
- 2.19 "Royalty" means a licence royalty of [REDACTED] a relation to [REDACTED]
- 2.20 "System" means the IC engine fuel supply system the subject of one or more of the Patents and includes the Computer as a component.
- 2.21 To "Sell" a Product means to sell, distribute, lease, or otherwise transfer or dispose of, or grant rights to use the Product or any improved version or adaptation of the Product including any Enhancements thereof; "sale" of a Product means selling, distributing, leasing or otherwise transferring or disposing of or granting rights to use such Product or Enhancement thereof or any improved version or adaptation of the Product and "sold" has a corresponding meaning.
- 2.22 "The Term" means the term so specified in clause 14.1.
- 2.23 "Territory" means the geographical locations described against such heading in the Schedule.
- 2.24 "Trademarks" means all trademark rights applicable to the System and any Product or Enhancement including those specified in the Schedule in respect of which the Licensor holds at the Effective Date or at any time during the Term any right, title or interest legal or beneficial whatsoever.
- 2.25 In this Agreement unless the contrary intention appears:
- 2.25.1 the singular includes the plural and vice versa;
- 2.25.2 the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- 2.25.3 a reference to a "person" includes a reference to the person's executors, administrators, successors and assigns;
- 2.25.4 a reference to any thing, including the System and Products, and to any amount is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
- 2.26 Each reference to currency amounts is deemed to be a reference to the Australian Dollar.

3. LICENCE TO THE LICENSEE

3.1 Grant of Licence

The Licensor, subject to and conditional upon payment in full of the Licence Fee, hereby grants to the Licensee:

- 3.1.1 an exclusive licence for the Territory for the Term to use the IPR to market, sell and use Product in the Aftermarket within the Territory; and
- 3.1.2 a non-exclusive licence for the Term to Manufacture or have made Product anywhere in the world for sale and use within the Territory.

("the Licences")

3.2 Sub-Licences

The Licensee may, in the Licensee's absolute discretion but subject to the Licensor having first been paid the Licence in full, grant sub-licences to third parties to exploit any of the rights granted to the Licensee by this Agreement.

- 3.3 Subject to payment to the Licensor of the Deposit, as defined in the Schedule, the Licensor hereby grants to the Licensee the exclusive option exercisable at any time within three (3) months from the Effective Date, to acquire the Licences by payment of the balance of the Licence Fee. The Licensor AGREES to extend the Option Period by a further three (3) months under his discretion.

4. COMMERCIALISATION OF THE SYSTEM

The Licensee must establish and develop a market in the Territory and be able to sell Product [REDACTED] of the Licence Fee.

5. THE LICENSOR COVENANTS

- 5.1 The Licensor owns the exclusive right to exploit the IPR including the Patents listed in the Schedule. The Licensor further represents and warrants that it has full rights, power and authority to grant to the Licensee the rights granted hereunder.
- 5.2 The Patents listed in the Schedule and the Know-How to be disclosed by the Licensor to the Licensee pursuant to this Agreement represents the state of the art in all developments with respect to the System, Product and Enhancements.
- 5.3 The Licensor shall at all times after the Licence Fee has been paid in full maintain an inventory of units of the Computer sufficient to promptly meet orders placed by the Licensee and must charge the Licensee [REDACTED] or AUS [REDACTED] whichever is the lesser amount.
- 5.4 If any opposition proceedings against any of the Patents, Designs, Trademarks, Copyright or Circuit Layouts are threatened or commenced or any third party threatens to commence proceedings to invalidate, overturn or injunct the use of the Patents, Designs, Trademarks, Copyright or Circuit Layouts or to claim damages or other relief for alleged infringement by the Licensee or the Licensor of a third party's rights by Product, its Manufacture, marketing or sale, the Licensor shall, to the extent to which the proceedings seek to impugn any of the Patents, Designs, Trademarks, Copyright or Circuit Layouts upon which the Licensee relies in

Manufacturing, having made or selling Product, be responsible for taking all steps at the expense of the Licensor as are reasonably necessary to protect the Licensee's interests in respect of the proceedings, to the full amount of insurance cover for litigation insurance taken out by the Licensor against the Patents.

- 5.5 The Licensor hereby indemnifies and agrees to keep indemnified and to hold harmless the Licensee against any losses, costs, actions, claims, demands, expenses, judgements, damages, including consequential, special and exemplary damages, court orders or other liabilities arising directly or indirectly out of or in connection with any claim made or threatened, whether by legal proceedings or otherwise, against the Licensee by a third party on the grounds that by virtue of rights to which such third party lays claim, such third party is entitled to prevent or interfere with the free use by the Licensee of the IPR pursuant to this Agreement.
- 5.6 The Licensor (under previous contracts with financiers) shall be responsible for pursuing and maintaining all necessary applications and registrations with respect to Patents, Designs, Copyright, Trademarks and Circuit Layouts in the Territory as may be required in order, wherever possible, to obtain and maintain a monopoly with respect to Manufacture and Sale of the System, Product and Enhancements.

6. THE LICENSEE COVENANTS

The Licensee covenants and agrees that:

- 6.1 it will not use the IPR to market or sell Product in any location other than the Territory except pursuant to a written agreement with the Licensor or with any person or entity to whom the Licensor has granted a valid and subsisting licence to market and sell Product in that location;
- 6.2 it will not use the IPR other than as permitted by this Agreement and obtains no rights with respect to that intellectual property other than the rights expressly provided by this Agreement;
- 6.3 in the event that the Licences shall have terminated the Licensee shall retain no right to use any Confidential Information or IPR of the Licensor in any manner whatsoever;
- 6.4 should the Licensee directly or indirectly mount or support any attack upon the validity or enforceability of the Patents, the Licensor will be entitled at its discretion to terminate the Licences;
- 6.5 the Licensee will promptly advise the Licensor in writing of any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, charges and expenses which may be brought or claimed against the Licensee in respect of which the Licensee may become liable arising out of the Manufacture, marketing, sale or other use of Product by the Licensee, its servants or agents or otherwise arising in connection with the Licences.
- 6.6 The computer will only be purchased through the Licensor, except where express permission has been granted, in writing, by the Licensor to the Licensee.

7. STANDARDS OF MANUFACTURE

- 7.1 Subject to the Provision by the Licensor to the Licensee at the Licensee's expense of all technical assistance and information the Licensee reasonably requests with respect to Manufacture of Product and its use, the Licensee shall Manufacture and sell Product or shall ensure the same are Manufactured and sold so that the Product meets high standards of performance, durability, serviceability and finished appearance and meets the requirements

and specifications of any applicable standards set forth by law of that part of the Territory in which the Licensee is directly or indirectly engaging in such activity and the Licensee shall not sell Product or allow any sale of Product that does not meet such specifications and requirements.

- 7.2 The Licensee shall ensure that each unit of Product manufactured by it is marked “(specify territory) patent pending” or once the patent is granted, “(specify territory) patent (number)” and with a serial number in a series of numbers commencing with “_____” and include a suitable code to distinguish the month and year of manufacture.
- 7.3 The Licensee agrees, undertakes and covenants to use reasonable endeavours:
- 7.3.1 to develop, market, manufacture, have manufactured, distribute and sell Product in accordance with this Agreement and in accordance with all applicable laws and regulations of that part of the Territory in which it is engaging in such activity;
- 7.3.2 not to act to cause prejudice or do any harm to the Licensor’s right in respect of the System and the IPR;
- 7.3.3 not to engage in any conduct or activities resulting or likely to result in the Licensor losing either legal or beneficial ownership of the IPR unless the Licensor consents to the aforementioned in writing;
- 7.3.4 to ensure that neither the execution of this Agreement nor the performance by the Licensee of its obligations hereunder will cause it to be in breach of any agreement to which it is a party or subject;
- 7.3.5 not to put to commercial use, except as expressly licensed hereunder, the System, the Products, the IPR and the Enhancements.

8. PAYMENT

8.1 Running Royalty

- 8.1.1 In further consideration of the Licenses granted under clause 3 hereof to the Licensee, the Licensee shall pay to the Licensor the Royalty as defined in clause 2.20.
- 8.1.2 Royalty payments shall be made within thirty (30) days after the end of each month based on Product sold in that month by the Licensee and its sub-licensees and must be accompanied by a written production summary for the month including Product type and latest serial number together with a summary statement of total sales volume per Territory region achieved in that month.

8.2 Method of Payment

Each Royalty payment shall be made by direct deposit by the Licensee into such bank account of the Licensor as the Licensor may nominate in writing from time to time.

8.3 Books and Records

- 8.3.1 The Licensee is to maintain, in a manner approved by the Licensor, separate and complete books, records and accounts of all manufacture and sales of Product and payment of royalty and shall keep those records for seven (7) years after they are first created.

8.3.2 The Licensor shall at all times, but not more than twice in each financial year, be entitled to, itself or by its agent, inspect and/or audit the books, accounts and records of the Licensee and its sub-licensees pertaining to manufacture and sales of Product and payment of the Royalty to the Licensor hereunder, for the purposes of calculating Royalty payable and confirming the completeness of the Royalty payments. Any such audit shall be performed at the Licensor's expense during normal business hours and, at the Licensee's option, subject also to the independent agent's execution of the Licensee's and, where applicable, its sub-licensee's standard reasonable confidentiality agreement. The Licensee shall give to the Licensor or its duly appointed agent all reasonable assistance in relation to the inspection and/or audit.

9. GST

- 9.1 For the purpose of this Agreement the term "GST" means any value added tax, turnover tax, consumption tax, goods and services tax or any similar tax, imposed or duty which is or may be levied or assessed or becomes payable in respect of the supply of any goods, services, facilities, or other things by the Licensor to the Licensee under this Agreement.
- 9.2 The Licensee shall pay to the Licensor on demand any GST payable by the Licensor in accordance with the requirements of any statute applying or imposing a GST and the Licensee shall indemnify the Licensor in relation to the payment of any GST. For the purposes of calculating the amount payable by the Licensee to the Licensor pursuant to this clause, any input tax credits or other credits or reimbursements (however described) to which the Licensor may be entitled are to be disregarded.
- 9.3 In this Agreement, the expressions "Royalty" and "Licence Fee" do not include GST which must be paid in addition to the Royalty and Licence Fee.
- 9.4 A certificate given by the Licensor to the Licensee of the amount of GST payable shall be conclusive as between the Licensor and the Licensee except in the case of manifest error.

10. OWNERSHIP OF TECHNOLOGY AND RELATED ITEMS

10.1 Ownership Rights

The Licensor, and the Licensee shall promptly inform each other of any Enhancement made or developed by their officers, employees, agents or sub-contractors. The Licensor, and the Licensee warrant that they will promptly cause application to be made for patent or other appropriate intellectually property protection in relation to each Enhancement and that their officers, employees, agents and sub-contractors shall duly co-operate with each other to supply each other with the relevant Know-How, and shall, at their own cost, promptly undertake any action necessary to cause their employees, agents or sub-contractors to so act.

10.2 The rights to any inventions comprising enhancements made solely by the Licensor's officers, employees, agents or sub-contractors arising from work done in connection with this Agreement shall be the property of the Licensor.

10.3 The rights to any inventions comprising Enhancements made solely by the Licensee its employees, agents or sub-contractors under this Agreement shall, subject to a perpetual, worldwide, non-exclusive royalty-free licence to the Licensor to use including by way of grant by the Licensor of such sub-licenses as it sees fit, be the property of the Licensee.

11. PATENTS KNOW-HOW, TECHNICAL INFORMATION AND CO-OPERATION

11.1 Delivery

The Licensor shall within fourteen (14) days after the Effective Date disclose and deliver to the Licensee a copy of the Patents in written form and at its expense deliver to the Licensee one copy of all documentation and other tangible materials comprising Know-How.

11.2 The Licensee shall meet regularly, and at least quarterly, with the Licensor for the purpose of the parties exchanging information and ideas to Product development and promotion and with respect to Enhancements.

11.3 Proprietary Rights

11.3.1 Notwithstanding the Licence granted hereunder, and the disclosure and delivery to the Licensee of information, all Know-How, IPR and Confidential Information of the Licensor shall remain the property of the Licensor.

11.3.2 The Licensee shall keep confidential and in no way publish or disclose, except as specified herein, all or any part of the Know-How and other Confidential Information supplied by the Licensor for a period of fifteen (15) years from disclosure.

11.3.3 The Licensee shall not use, except pursuant to the Licences granted herein, the IPR.

11.3.4 The obligation of the Licensee under this clause shall survive the termination of this Agreement.

12. CONFIDENTIAL INFORMATION

12.1 Agreement

Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party except as may reasonably be required in connection with the development, manufacture and sale of Product pursuant to this Agreement, and subject to such third party first undertaking in writing confidentiality obligations at least as protective as those set forth herein. Without limiting the generality of foregoing, each of the parties shall use at least the same degree of care which it uses to prevent disclosure or misuse of Confidential Information disclosed to it by the other party under this Agreement.

12.2 Limitations

Notwithstanding the above, no party shall have liability to the other with regard to any Confidential Information of the other which:

12.2.1 was the public domain at the time it was disclosed to the party or becomes in public domain through no fault of that party provided however that:-

12.2.1.1 even after any part of the Confidential Information becomes generally lawfully available to the public the party receiving shall not without the prior written consent of the party disclosing, disclose the fact that such Confidential Information was furnished by or originated with the disclosing party; and

- 12.2.1.2 any combination of features shall be deemed to not fall within this provisions unless the combination itself and its principle of operation and not merely the individual features is or becomes publicly known.
- 12.2.2 was already known to the party receiving at the time of disclosure as shown by the files of the receive in existence at the time of disclosure unless such knowledge is due to disclosure prior to this Agreement by the other party;
- 12.2.3 is disclosed to a third party by the party receiving with the prior written approval of the other party specifying the purpose for which the disclosure may be made and then only the obligation of non-disclosure imposed by this Agreement ceases to apply to the extent that disclosure is so authorised;
- 12.2.4 becomes known to the receiving party from a source other than the other party without breach of this Agreement by the receiving party and otherwise not in violation of the other party's rights;
- 12.2.5 is received by one party from a third party to whom it has been disclosed by the other party without restrictions similar to those contained in this Agreement and otherwise not in violation of the other party's rights;
- 12.2.6 is disclosed to a third party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that:
 - 12.2.6.1 the party proposing to disclose to a third party shall provide fourteen (14) days prior written notice of intention to disclose to enable each other party to seek a protection order or otherwise prevent such disclosure;
 - 12.2.6.2 only the obligation of non-disclosure imposed by this Agreement shall cease to apply to the extent that the law shall require such disclosure.
- 12.3 The obligations of confidentiality herein do not extend to information which was independently developed by one party without any use of the Confidential Information of the other party or by employees or other agents of (or independent contracts hired by) the one party who have not been exposed to the Confidential Information of the other party.
- 12.4 Third Parties

Each party shall exert its best efforts, including, but not limited to, the execution of proprietary non-disclosure agreements with employees and consultants, and legal action to enforce compliance with the provisions of this clause by its directors, officers, employees and any third party having access to the other party's Confidential Information.
- 12.5 The obligations imposed upon the parties by this clause 1 shall survive termination of this Agreement.

13. ASSIGNMENT AND SUB-LICENCE

- 13.1 This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. The Licensee may not subcontract, assign or delegate any of its duties under this Agreement without the prior written consent of the Licensor except to an entity into which the Licensee's business has merged or which has otherwise succeeded to all or substantially all of the business and assets of the assignor, and which has assumed in writing or by operation of law the Licensee's obligations under this Agreement. In the event of any assignment, the Licensee shall remain jointly and severally liable with the assignee for the performance of all of its obligations hereunder. Nothing herein is intended to confer on

any person other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13.2 Grant of Sub-Licences

The Licensee may grant sub-licences as permitted by clause 3.2 of this Agreement and undertakes to advise the Licensor of the appointment of a sub-licensee or the termination of a sub-licence within seven (7) days of the appointment or termination as the case may be.

13.3 Payment of Royalty

The obligation of the Licensee to pay Royalty extends to an obligation on the part of the Licensee to pay the Royalty in relation to each unit of Product sold by a sub-licensee of the Licensee.

14. EFFECTIVE TERM AND TERMINATION

14.1 Term of Agreement

The term of this Agreement and the Licence granted hereunder shall commence on the date of payment of the license fee and shall continue for a period of eighty (80) years from that date.

14.2 Termination for Breach

14.2.1 If either party defaults in the performance of any Material obligation hereunder, or under any other written contractual agreement between the parties, and any such default is either not capable of rectification or is not rectified within fourteen (14) days after it shall have been called to the attention of the defaulting party in writing by the other party, then the other party, at its option, may, in addition to any other remedies it may have, thereupon terminate this Agreement by giving written notice of termination to the defaulting party with effect upon receipt.

14.2.2 No failure or delay on the part of either party in exercising its right of termination hereunder for any one or more causes shall be construed to prejudice its right of termination for such or for any other subsequent cause.

14.2.3 For the purpose of this clause 14.2 "Material" means anything that has, or is likely to have, more than a trivial or insignificant detrimental impact on the commercial interests of the party not in default.

14.3 Specific Breaches

14.3.1 Without limiting the generality of clause 14.2, it is agreed by the parties that sale by the Licensee of one (1) or more units of Product outside the Territory without prior written agreement by the Licensor or by the licensee for that location pursuant to clause 6.1, shall constitute a breach of this Agreement.

14.3.2 Provided that the Licensor is in full compliance with its obligations under this Agreement, failure by the Licensee to do at least one of the following for a continuous period of three (3) months at any time during the Term shall constitute a breach of this Agreement which is not capable of rectification;

- (a) Manufacture, or have Manufactured Product;
- (b) Sell Product in the Territory;
- (c) Market and Distribute Product for sale in the Territory.

14.4 Effect of Termination

- 14.4.1 Upon the termination of the Agreement by either party the Licences but not the perpetual licence from the Licensee to the Licensor specified in clause 10.3, terminates with the termination of the Agreement.
- 14.4.2 Upon termination of the Agreement no amount paid by the Licensee to the Licensor pursuant to this Agreement shall be repayable by the Licensor to the Licensee but without prejudice to any claim for any amount in respect of any damages for failure to perform or for which liability has otherwise accrued under this Agreement.
- 14.4.3 Termination of this Agreement shall have no effect upon the rights of the Licensor to recover from the Licensee any amount with respect to Royalty or expenses as have accrued but remain unpaid up to the date of termination.
- 14.4.4 Upon termination of the Agreement each party shall within thirty (30) days of the date of termination deliver up to the other parties all books, papers, audio, video and computer tapes, computer disks and other documents of whatever sort in the possession or control of the party comprising Confidential Information of the other parties. The said audio, video and computer tapes and disks shall be delivered up with all information recorded thereon as at the date of termination intact and without erasure.
- 14.4.5 This clause shall survive termination of the Agreement.

15. OPTION

In consideration for payment to the Licensor the Deposit of the Licence Fee, the rest being payable within three (3) months as defined in the Schedule, the Licensor grants to the Licensee:

- 15.1 an exclusive option, exercisable at any time within three (3) months of the Effective Date by delivery of written notice to acquire a licence for Canada
- 15.2 on terms, otherwise identical to this Licence Agreement.

16. FORCE MAJEURE

If the performance of this Agreement or any obligations hereunder, other than an obligation to pay monies, are prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labour disputes, war or other violence, any law, order proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the parties hereto, the party so affected upon given prompt written notice to the other parties shall be excused from such performance to the extent of such prevention, restriction or interference, provided that the party so affected shall use its reasonable best efforts to avoid or remove such causes of non-performance and shall where feasible continue performance hereunder with the utmost dispatch whenever such causes are removed.

17. MISCELLANEOUS

17.1 Entire Agreement; Amendment

This Agreement (together with the Schedule hereto) sets forth and constitutes the entire agreement between the Licensor and Licensee with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, promises and representations made by the Licensor and the Licensee concerning the subject matter hereof and the terms applicable hereto. This Agreement may not be released, discharged, amended or modified in any manner except by an instrument in writing signed by a duly authorised officer of the Licensor, and the Licensee. The parties acknowledge and agree that in determining to execute this Agreement they have not relied upon any representation, promise, undertaking or

warranty other than those expressly contained in this Agreement. Each party expressly represents to the other parties that it has taken its own independent legal advice and has conducted its own due diligence investigation to its satisfaction before determining to execute this Agreement.

17.2 Construction

This Agreement has been fully negotiated between the parties and in interpreting this Agreement there should be no presumption that any party drafted the language but rather the parties should be deemed to have shared equally the drafting of the provisions of the Agreement.

17.3 Severability

If any provisions of this Agreement is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the parties hereto, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

17.4 Counterparts

This Agreement may be executed in one or more counterparts, all of which shall be regarded as one and the same instrument, and which shall be the official and governing version of the interpretation of this Agreement.

17.5 No-waiver of Right

The failure of any party to enforce at any time of the provisions of this Agreement, or the failure to require at any time performance by another party or any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions thereafter. The express waiver by any party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any other obligation to comply with such provision, condition or requirement.

17.6 Headings

Clause and Section headings contained in this Agreement are included for convenience only and are not used in construing or interpreting this Agreement.

17.7 Stamp Duty

The Licensee shall pay all stamp duty assessed as payable on this Agreement.

17.8 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the Courts of Western Australia and the Federal Court of Australia.

17.9 Notices

17.9.1 Notices or other communications required to be given pursuant to this Agreement will be written in English and delivered personally or sent in letter form to the address of the recipient specified herein or to such other address as may from time to time be designated by such recipient through written notification to the other party. The dates on which notices will, unless the contrary proven, be deemed to have effectively given will be determined as follows:-

17.9.1.1 Notices given by personal delivery will be deemed effectively given on the date of personal delivery;

17.9.1.2 Notices given in letter form will be deemed effectively given five (5) business days after the date mailed by registered air mail, postage prepaid.

17.9.2 Addresses to which notices are to be sent are as follows:-

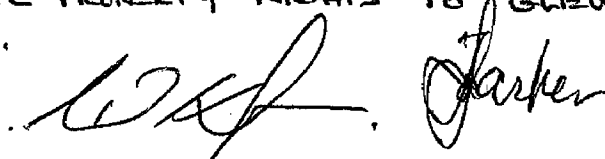
17.9.2.1 if to the Licensee:- 111 THE ESPLANADE, MT PLEASANT, WA, 6153

Attention: FRANK JASPER.

17.9.2.2 if to the Licensor:- 856 CHAPMAN ROAD
GLENFIELD VIA GERRATON. 6532

Attention: WAYNE KENNETH AND KILIE JUNE GLEW

18. THE EFFECTIVE DATE IS TO TAKE EFFECT ONCE THE LICENSOR DELIVERS TO THE LICENSEE A COPY OF PATENTS IN WRITTEN FORM, ANY OTHER TANGIBLE MATERIALS COMPRISING KNOW HOW, COPY OF COMPUTER PROGRAMS AND ANY RELEVANT INFORMATION AS WELL AS CONTRACT ASSIGNING INTELLECTUAL PROPERTY RIGHTS TO GLEW TECHNOLOGIES P.T.Y LTD.



EXECUTED as a Deed.

THE FIRST SCHEDULE AS HEREINBEFORE REFERRED TO

THE LICENSEE: FRANK JASPER PTY LTD.
OF 111 The Esplanade, M.T PLEASANT, WA, 6153.
trading as

THE COMMENCEMENT DATE: AS PER CLAUSE 18.

THE TERM: EIGHTY (80) YEARS

THE LICENCE FEE: A once only fee of [REDACTED]
which will be paid by the Licensee to the Licensor; PAYABLE ON OR BEFORE 30 JUNE 2003

1. Deposit of ten (10) percent payable; and
2. Balance of Licence Fee including GST (where applicable) to be paid within ninety (90) days of the Effective Date subject to Clause 3.3.

THE PAYMENT TIME: Payments of the Royalties will be made on a monthly basis on or before the 21st day of the end of each month. Each monthly payment will include the Royalty Fee plus GST in respect of each unit of Product sold during the month proceeding the month in which payment is made.


THE TERRITORY: EAST COAST OF THE UNITED STATES OF AMERICA,
EAST OF MISSISSIPPI RIVER

THE LICENSOR'S TERRITORY: All areas outside the Licensee's Territory not licensed to other parties.

THE SECOND SCHEDULE AS HEREINBEFORE REFERRED TO

PATENT DETAILS

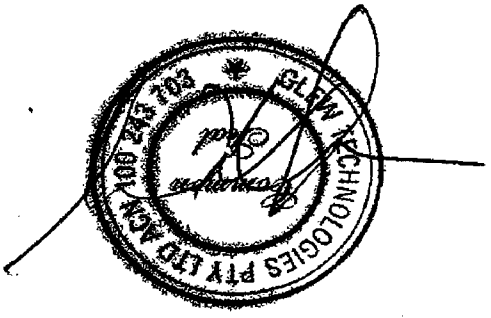
International Patent Classification : 6;
International Application Number : PCT/AU95/00239
International Filing Date : 21 April 1995 (21.04.95)
Priority Data : PM5244, 26 April 1994 (26.04.94)
Applicant and Inventor : GLEW, Wayne Kenneth (AU/AU)
856 Chapman Road, Glenfield
Geraldton, Western Australia, 6532
Agent : MIZZI, Anthony
Griffith Hack
256 Adelaide Terrace, Perth
Western Australia, 6000
International Publication Number : WO 95/29335
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MW, MX, NO, NZ, PL, PT, RO, RU, SD, SE, SG, SI, SK,
TJ, TM, TT, ^UWA, ^UWG, ^UWS, ^UWZ, VN. European Patent :
(AT, BE, CH, DE, DK, ES, FR, GB, GR, IE, IT, LU, MC,
NL, PT, SE) OAPI Patent : (BF, BJ, CF, CG, CI, CM, GA,
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MW, SD, SZ, UG).
Published : With international search report.
Expiry Date : 2015



Australian Provisional Patent Application No PR 9832 has been filed on 4th January 2002 in relation to the fuel supply system.

This application can be used to claim convention priority for subsequent complete Patent applications filed in foreign countries prior to 4th January 2003.

THE COMMON SEAL of)
GLEW TECHNOLOGIES PTY LTD was hereunto)
affixed by authority of the Directors in)
the presence of:)



[Handwritten Signature] Director
..... Director / Secretary

THE COMMON SEAL of FRANK)
JASPER PTY LTD was hereunto)
affixed by authority of the Directors in)
the presence of:)



[Handwritten Signature] Director
..... Director / Secretary

SIGNED by the said)
in the presence of:) *[Handwritten Signature]*
Signature

Witness Signature: RICHARD A. WHITFIELD
Witness Address: 9 ANGLSEA STREET
..... EAST VICTORIA PARK W.A. 6101
Witness Occupation: COMPANY DIRECTOR