

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Reime GmbH	10/11/2011
RECEIVING PARTY DATA	
Name:	SHANGHAI LANBAO SENSOR CO., LTD
Street Address:	No. 228 Jinbi Road
Internal Address:	Jinhui Industriai Park, Fengxian Area
City:	Shanghai
State/Country:	CHINA
Postal Code:	201404
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12021848
Application Number:	12690960
PCT Number:	EP1003005
CORRESPONDENCE DATA	
Fax Number:	(626)737-1167
Phone:	6267379086
Email:	mike-pto@lozaip.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	LOZA & LOZA, LLP
Address Line 1:	305 N. Second Ave., #127
Address Line 4:	Upland, CALIFORNIA 91786
ATTORNEY DOCKET NUMBER:	BSY-401
NAME OF SUBMITTER:	Michael Fedrick

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**Total Attachments: 29**

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PATENT LICENSE  
AGREEMENT

## PATENT LICENSE AGREEMENT

made by and between

Reime GmbH  
Klotzbergstraße 60i  
D-77815 Bühl

- hereinafter „Reime GmbH“ (Licensor) -

represented by its general manager

Gerd Reime

respectively

Gerd Reime  
Klotzbergstraße 60i  
D-77815 Bühl

- hereinafter "Mr. Reime" -

and

SHANGHAI LANBAO SENSOR CO., LTD  
No. 228 Jinbi Road  
Jinhui Industrial Park  
Fengxian Area  
Shanghai, China (201404)

- hereinafter "Lanbao" (Licensee) -

represented by its general manager

XU Yong Tong

Licensee, Licensor and Mr. Reime may be collectively referred to as "the Parties".

## 专利许可协议

本协议由 Reime GmbH

Klotzbergstraße 60i

D-77815 Bühl 其由总经理 Gerd Reime 代表（许可人）和 Gerd Reime(格尔德·赖梅)

Klotzbergstraße 60i

D-77815 Bühl 制定并且在其

与

SHANGHAI LANBAO SENSOR CO., LTD

上海兰宝传感器有限公司

No. 228 Jinbi Road

Jinhui Industrial Park

Fengxian Area

Shanghai, China (201404)

由总经理许永童代表（被许可人）

之间签订，

被许可人和许可人以及赖梅先生可被统称为“各方”。

Whereas, Mr. Reime is the owner of all right, title and interest in and to Licensed Patents as listed in Annex 2, continuations, divisions, renewals and reissues thereof and corresponding patents and patent applications filed outside Germany, covering, among other things, industrial proximity sensors, within the Field of Use, collectively referred to herein as the "Patent" and more particularly defined in section 1.2 hereof;

鉴于：Mr. Reime 是附件 2 中所列的被许可专利及其继续申请、分案申请、续展和再授权，以及在德国境外提交的相应专利和专利申请的所有权利、名称、利益的所有者。其中，在“使用领域”的范围内，这些专利/申请涵盖了，包括其他事项，工业接近传感器。在此，将其统称为“专利”，并且特别限定在第 1.2 条款中。

**Whereas**, Mr. Reime is an expert in the field of detection of small electrical signals in noisy ambient environment and inventor of the Halios® Technology.

鉴于：Mr. Reime 是在用于噪音环境的小型电气信号探测技术领域的专家，也是 Halios®技术的发明人。

**Whereas**, Lanbao is a manufacturer with an extended expertise in the field of electronics and detection systems for industrial sensors within the "Field of Use" as defined in section 1.4.

鉴于：兰宝是在条款 1.4 中限定的“使用领域”中的用于工业传感器领域的电子和探测系统领域的具有广泛专业知识的制造者。

**Whereas**, Mr. Reime as patentee has agreed with an exploitation agreement between Mr. Reime and Reime GmbH to let exploit his intellectual property rights including the Licensed Patents through Reime GmbH who is the Licensor for this Agreement.

鉴于：专利权人 Mr. Reime 已经同意了 Mr. Reime 与赖梅公司 (Reime GmbH) 之间的应用协议，允许通过赖梅公司 (Reime GmbH) 来应用其包括所述被许可专利在内的知识产权，其中 Reime GmbH 是本协议的许可人。

**Whereas**, Lanbao wishes to industrialize and manufacture sensors for numerous applications within the Field of Use with potential high volumes.

鉴于：兰宝希望在所述使用范围内潜在大规模地工业化和制造用于广泛应用的传感器。

**Whereas**, Lanbao desires to obtain an exclusive license throughout the world within the Field of Use to make, use, offer to sell, sell and import/export products covered by the Licensed Patent and related technical Know how;

鉴于：兰宝期望获得在所述使用范围内在全球范围内的独占许可权，以制造、使用、许诺销售、销售，进口/出口由所述被许可专利和相关的技术秘密覆盖的产品。

**NOW, THEREFORE**, in consideration of the above premises and the following promises and with the intent to be legally bound, the Parties hereby agree as follows:

现在，由此，考虑上述前提以及下述承诺，并且基于在法律上受约束的意图，各方在此同意下述内容：

## 1. Definitions 定义

1.1 "Affiliate" means any individual, partnership, limited liability company, corporation, trust or other entity or association, and any similar business entity formed under any jurisdiction in the world, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with a party or a shareholder of such party. The term "control," as used in the immediately preceding sentence, means, with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

1.1 附属：是指任何个人、合伙制、有限责任公司、企业、信托或其他单位或团体，以及在世界上的任何管辖权下，直接或间接地，通过一个或多个媒介，成立的任何类似的商业单位，该商业单位控制着、受控于一方或一方的股东或与一方或一方的股东共同控制。在直接前述的句子中所采用的术语“控制”的意思是，相对于企业或有限责任公司，为直接或间接地施行该受控企业或有限责任公司所拥有的超过 50% 的选举权；相对于任何个人、合伙制、信托或其他单位或团体，为指挥或造成对受控单位的管理或政策的指挥的权力的直接或间接的占有。

1.2 "Licensed Patent" means the patents as listed in Annex 2, as well as all continuations, continuations-in-part, divisions, reissues and renewals thereof, and foreign counterparts thereof, which will automatically be deemed incorporated in and added to this License.

1.2 被许可专利：是指附件 2 中所列的专利，以及它们的继续申请、部分继续申请、分案、再授权和续展以及它们的外国同案，这些将自动被视为包含于此并添加到本许可协议中。

1.3 "Licensed Product" means any product made, used, offered for sale, sold or imported/exported by Lanbao pursuant to the License that comes within the scope of one or more claims of the Licensed Patent.

1.3 被许可产品：是指依照本许可协议，落入到被许可专利的一个或多个权利要求的保护范围内的由兰宝生产、使用、许诺销售、销售或进口/出口的任何产品。

1.4 "Field of Use" means the field of electronics and detection systems comprising industrial inductive proximity sensors for the detection of objects in the capital goods industry producing products, machines and plants for factory automation systems, logistic automation and process automation; all with the exception of the consumer field (private end-consumer), automotive (applications in all kinds of private consumer vehicles, but not to include any other vehicles as well as any additional constructions on vehicles, as long as not the self-propelled motion, including, but not limited to motor and chassis, of the other vehicles is concerned), white goods (household appliances of any kind), and the field of sensors for detecting of objects within the ground and within building and constructions parts of any kind especially for use in the construction industry and related disciplines, including, but not limited to, real estate, interior decorating, forensic analysis of structures and components, storage of liquids, residential and commercial installation of fixtures and appliances. In addition, industrial inductive proximity sensor applications in position detection for automatic doors, windows and elevators within the construction industry are included in the field of use. For the sake of clarity, Lanbao may use industrial proximity sensors within the defined areas of the excepted fields as outlined above. However, if Lanbao intends to use industrial proximity sensors for other applications, the Parties will discuss the corresponding possibilities outside the above defined field of use.

1.4 使用领域：是指，包括用于在资本货物工业中的目标探测的工业感应接近传感器，其中该资本货物工业生产用于工厂自动化系统、后勤自动化和过程自动化的产品、机器和车间；所有的但不包括：消费者领域（私人终端消费者）、汽车（所有类型的私人消费者车辆上的应用，但是，只要不涉及包括但不限于发送机和底盘的其他车辆的自驱动运动机构，并不包括其他任何车辆以及车辆上的任何附加构造）、白家电（任何种类的家电），以及用于探测地面中和在建筑物和构造物部分中的目标的任何种类传感器的领域，特别是在建筑工业和相关行业中的使用，包括但不限于：房地产、内部装潢、结构和部件的深度分析、液体的储存、固定设备和器具的家用和商用安装。另外，在建筑工业中的工业感应接近传感器在用于自动门/窗和电梯的位置探测中的应用已经包含在使用领域中。



为了清楚起见，兰宝可以使用上述描述的排除领域的所限定范围中的工业接近传感器。但是，如果兰宝意欲使用其他应用的工业接近传感器，双方将讨论上述使用领域限定之外的相关可能性。

1.5 "Know-how" means trade secrets, design, development and manufacturing techniques and experience relating to the production of the licensed product as defined in Annex 1 and the documents and drawings therein listed for the utilization thereof by Lanbao in the territory.

1.5 技术秘密：是指限定在附件 1 中的与所被许可产品的生产相关的商业秘密、设计、开发和制造技术和经验以及在那列举的用于由兰宝在所述地域使用的文件和图纸。

1.6 "Territory" means the entire world.

1.6 授权地域：全世界。

## 2. License type

Reime GmbH herewith grants Lanbao an exclusive license for the manufacture, the use, offer for sale, the sale, or import/export by Lanbao of Licensed Products in respect of the Licensed Patents and related Know How within the Field of Use.

### 2. 许可类型：

赖梅公司（Reime GmbH）授予兰宝关于被许可专利和相关的技术秘密在所述使用领域内的针对被许可产品的制造、使用，许诺销售，销售或进口/出口的独占实施许可。

## 3. Royalties

### 3. 许可费

3.1. Royalties. Lanbao shall pay to Reime GmbH Euro (in words: Euro) in total as follows:

3.1 许可费：兰宝须付给赖梅公司 (Reime GmbH) 总计 欧元 (大写：  
欧元)。具体付款如下：

First Payment. On signing the agreement, Lanbao pays Reime GmbH  
Euro (in words: Euro). The signing will  
take place in October, 2011, the latest. This first payment is effectively made  
when this first payment is credited to the account of Reime GmbH within 30  
(thirty) working days after signing of the contract. The effective payment activates  
this contract. If the signing is not timely effected or if this first payment is not  
timely paid, the contract is null and void and in this case there are no claims of  
any kind from any party to the other.

首付款：协议签订时，兰宝付给赖梅公司 (Reime GmbH) 欧元 (大  
写：欧元)。该签约应最迟于 2011 年 10 月进行。首付款在签署本  
合同后 30 个工作日内在记入贷方赖梅公司 (Reime GmbH) 的账户时应有效实  
施。首付款付清时合同成立。如果本协议没有及时生效或者首付款没有及时付清，  
合同废止，此时任何一方对其他方都没有任何种类的主张。

Second Payment. On having trained Lanbao's employees as defined in section  
6.1 and on having transmitted the documentation of the know-how as defined in  
section 5, Lanbao pays Reime GmbH Euro (in words:  
Euro). However, the training will not start, if Lanbao can not present a cheque,  
guaranteed by and drawn to the Construction Bank of China or HSBC(Hong  
Kong and Shanghai Banking Corporation), Branch Frankfurt am Main, Germany  
about this sum before the start of the training. Reime GmbH can collect the  
money after the first training as defined in section 6.1, however, this is 14 days  
after the start of the training at the latest.

第三次付款：在对兰宝员工完成限定在条款 6.1 中的培训和限定在条款 5 中的技术  
秘密文件的移交时，兰宝付给赖梅公司 (Reime GmbH) 欧元 (\_\_\_\_\_  
欧元)。然而，如果在培训开始前兰宝没有提供由中国建设银行、汇丰银行德国法  
兰克福支行出具的保证支票，培训将不会启动。赖梅公司 (Reime GmbH) 可以

根据条款 6.1 所限定的第一阶段培训后提取该款项，不过最迟是在开始培训后的 14 天。

3.2. Contribution Fee. Additionally, Lanbao contributes to the filing and maintenance of the Licensed Patent (four patent families) in an amount of \_\_\_\_\_ Euro as defined in section 7.

3.2 捐献费：额外地，兰宝对被许可专利（4 个专利族）的申请和维持捐献在条款 7 中限定的 \_\_\_\_\_ 欧元。

3.3. Non-Refundability. The amounts paid in accordance with this paragraph shall be non-refundable, if this agreement should terminate due to the breach of this agreement by the licensee before the end of the contractual term. Likewise these amounts are non-refundable as soon as the trainings according to section 6.1 and 6.2 of this agreement are conducted in accordance with those sections, with the exception of section 12.2(a) (i).

3.3 不可退款：若本协议在合同到期前因为被许可方的违约而终止，根据此条所支付的款项不可退还。同样，一旦根据本协议的条款 6.1 和 6.2 的培训已经按照这些条款进行了，除了条款 12.2(a) (i) 以外，这些数额的款项是不可退款的。

3.4. Payment Conditions. The payments shall be made in Euros, all costs of the payment being borne by Lanbao.

3.4 付款条件：付款以欧元方式支付，所有付款费用由兰宝承担。

#### 4. Sublicense

Lanbao has the right to grant sublicenses cost-free within the licensed scope according to this Agreement. Upon any sublicense granted by Lanbao to any third party, Lanbao shall inform the licensor of related information regarding the sublicense. In this case

Lanbao is obliged to impose all obligations of the main agreement on the sublicensee, and Lanbao is also himself liable to Reime GmbH for keeping these obligations.

#### 4. 分许可

兰宝在其依据本协议的被许可范围内，有权免费分许可给第三方。基于兰宝授予任何第三方的任何分许可，兰宝应通知许可方关于该分许可的相关信息。在这种情况下，兰宝有义务将本主协议的所有义务加入到分许可中，并且兰宝自己对赖梅公司（Reime GmbH）承担责任。

#### 5. Licensing of Know-How

##### 5. 技术秘密的许可

5.1. Reime GmbH shall make available to Lanbao Know-How relating to the production of the Licensed Product to the extent as defined in Annex 1 and the documents and drawings therein listed for the utilization thereof by Lanbao in the Territory.

5.1 在限定于附件 1 中的程度，赖梅公司（Reime GmbH）须向兰宝公司提供与被许可产品的生产相关的技术秘密以及在那列举的供兰宝在所述地域应用的文件和图纸。

5.2. These documents will be transmitted to Lanbao after the first training as defined in section 6.1, at the latest.

5.2 这些文件最迟将在限定在条款 6.1 中的第一阶段培训后移交给兰宝。

5.3. The Parties are obliged to keep the documents confidential and may pass these on to suppliers. The Parties promise to apply reasonable care to keeping the Know How secret and to have employees and suppliers sign a confidentiality agreement at least to an extent that each uses to keep its own secrets confidential.

5.3 各方有义务对文件做好保密工作，并且可以将这些文件传给供应商。各方承诺采取合理的注意来维护技术秘密的保密性，并且与员工和供应商签订保密协议，至少达到每方使用时都能做好自身保密工作的程度。

5.4. After the expiration of the license agreement all materials submitted hereunder shall be returned to Reime GmbH, and Lanbao promises to continue to keep the information contained therein confidential. Lanbao shall subject its employees and suppliers to this promise. This obligation continues for as long as the technical information, trade secrets and know-how conveyed hereunder have not become accessible to the public.

5.4 在许可协议期满后，所有提交的材料都需返还给赖梅公司（Reime GmbH）。兰宝承诺对该信息继续保守保密。兰宝须使其员工和供应商执行此承诺。该保密义务一直持续到该技术信息、商业机密和知识产权变成公众可以获知为止。

## 6. Training of Lanbao's employees

### 6. 对兰宝员工的培训

6.1. Reime GmbH agrees to train employees of Lanbao in Bühl, Germany in an active/passive training and to acquaint them with the utilization of the Licensed Patent, Know How, and Licensed Product on its own expense. The maximum training time is one month, i.e. twenty (20) working days (Monday to Friday).

6.1 赖梅公司（Reime GmbH）同意在德国比尔对兰宝员工进行主动/被动培训，使他们掌握被许可专利、技术秘密、被许可产品的应用，自己承担费用。最长培训时间为一个月，即 20 个工作日（周一至周五）。

6.2. Reime GmbH also agrees to one additional ASIC training on its own expense in order to enable Lanbao to design an ASIC. The maximum training time is one week, i.e. five (5) working days (Monday to Friday).

6.2 赖梅公司（Reime GmbH）还同意另外一个 ASIC 培训，以使兰宝能够设计一个 ASIC，自己承担费用。最长培训时间为一周，即 5 个工作日（周一至周五）。

6.3. Lanbao shall pay all salaries, expenses, hotel fees, transportation costs, etc. for Lanbao's employees. It is in the sole discretion of Lanbao to send employees who have a reasonable basic knowledge enabling them to get trained within the mentioned time periods. The trainings are limited to four employees at maximum. In conducting the trainings, Reime GmbH and Mr. Reime can use the assistance of third parties, as especially the services of Picosens GmbH.

6.3 兰宝应该为兰宝员工支付工资、开销、住宿费、交通费等。员工派遣属于兰宝的自由裁量权，该员工具有相关基础知识以使其在所述的时间段内可以获得培训。这些培训限定为最多四人。在培训中，Reime GmbH 和 Mr. Reime 可以使用第三方的帮助，特别是 Picosens GmbH 的服务。

## 7. Registration, Filing and Maintenance

### 7. 注册、提交申请和维持

7.1. Contribution fee payment. Lanbao pays a contribution fee in an amount of Euro (in words: Euro) (actual value at the time of signing the contract). This amount will be paid at an annual rate of Euro (in words: Euro). The first annual rate is due to be paid to Mr. Reime's patent law firm in the year 2012 one year after signing the contract and each year thereafter on that date until the year 2031. To cover any effects from inflation and to reimburse the actual value of this amount, the annual rate is increased by one and a half (1.5) percent a year. This means, while an amount of Euro is due in the year 2012, this amount increases to Euro in the year 2013 and to Euro in the year 2014 and so on. Mr. Reime's patent law firm will send corresponding debit notes to Lanbao.

7.1 捐献费支付：兰宝支付捐献费，计 欧元（ 欧元）（签订合时的实际价值）。这笔款按照每年费用 欧元（ 欧元）支付。第一年的费用需于 2012 年（合同签订后一年）支付给 Mr. Reime 的专利法律公司，以后每一年在该日期支付直到 2031 年。为了涵盖来自通胀的任何影响以及补偿该数额的实际价值，每年费用都会增加 1.5%。这意味着，2012 年的应付费用为 欧元，2013 年增加到

欧元，2014 年增加到 欧元等等。Mr. Reime 的专利法律公司将把相关的账单寄给兰宝。

7.2. Countries, Territorial Protection. Based on the contribution fee payment, Mr. Reime will file, prosecute and maintain the Licensed Patents, as far as possible, as follows: Starting with an international Patent application under the Patent Cooperation Treaty, Mr. Reime will select China, U.S.A, Japan and the European Patent Office in the national/regional phase. Furthermore, European patents are to be validated after grant in Germany, United Kingdom, France, Switzerland, and Italy. Lanbao and Reime GmbH can agree to any further filing or entering in national phases in countries designated by Lanbao under the European Patent Convention. Not more than 10 European countries are covered by the contribution fee. The parties will take reasonable efforts to limit the number of countries to a reasonable extent necessary. Reime GmbH takes over the costs for obtainment and maintenance of a patent (for example filing costs, translation costs, prosecution costs, payment of fees at a patent office and maintenance fees) as regards the Licensed Patents according to Annex 2. In any case of non-agreement for a specific country and upon Lanbao's written request, Reime GmbH shall take all necessary steps for obtainment and maintenance of a patent in such a country and Lanbao shall bear all costs at his own in this case.

7.2 国家和地域保护：在上述捐献费用的基础上，Mr. Reime 将按以下内容尽可能地提交申请、进行审批和维持被许可专利：从基于专利合作条约的申请国际专利开始，Mr. Reime 将在国家/地区阶段选定中国、美国、日本和欧洲专利局。进一步，欧洲专利在授权后将在德国、英国、法国、瑞士和意大利进行登记。兰宝和 Reime GmbH 可以约定由兰宝指定基于欧洲专利公约的进一步的提交申请或进入国家阶段的国家。不超过 10 个欧洲国家由该捐献费用涵盖。双方将采取合理的努力将国家数量限制到合理的必要程度。赖梅公司（Reime GmbH）承担根据附件 2 的关于被许可专利的专利取得和维持费用（申请费、翻译费、审查费用、专利局的费用支付和维持费）。对于非协议的一个具体国家并且在兰宝的书面要求下，Reime GmbH 应采取所有必要措施在此国家获得并维持专利，兰宝在此情况下需承担所有费用。

## 8. Infringement and litigation

### 8. 侵权和诉讼

8.1. The Parties shall inform each other promptly of any infringement of the patent rights in the Territory which are subject to this agreement. Reime GmbH shall

defend the Licensed Patents against validity challenges by third parties. Lanbao shall take the necessary actions against infringers.

8.1 各方应快速告知彼此在本协议所限制的所述领域内的专利侵权行为。Reime GmbH 应抵御第三方对被许可专利有效性的挑战。兰宝应采取必要措施抵御侵权方。

8.2. The cost of the infringement suit shall be borne by Lanbao and Lanbao shall have corresponding title, right and interest thereof, the cost for an invalidity procedure shall be borne by Reime GmbH. Reime GmbH shall give reasonable support and may at its own cost join Lanbao in an infringement litigation. However, prior to any litigation and prior to asserting any rights out of the Licensed Patent or out of any title, Lanbao will inform Reime GmbH about the potential defendant.

8.2 侵权诉讼的费用由兰宝承担并且兰宝有权获得相应权益和收益，无效程序的费用由赖梅公司（Reime GmbH）承担。赖梅公司（Reime GmbH）应该对于兰宝的侵权诉讼给予相应的支持并且可以在自己承担费用的基础上与兰宝一起加入侵权诉讼。但是，在提起任何诉讼或在主张被许可专利中的或任何资格中的任何权利之前，兰宝应通知赖梅公司潜在的被告。

## **9. Relationship of the Parties**

### **9. 各方关系**

It is expressly agreed that the Parties shall be independent contractors, and that the relationship between the parties shall not constitute a partnership, joint venture, agency or franchise. No Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on any other party, without the prior written consent of such other party to do so.

双方明确地同意：各方是相互独立的合同方，各方之间的关系不应构成合伙关系、合资关系、代理关系或特许经营关系。在没有他方的事先书面同意的情况下，任何一方均无权作出约束他方的任何声明、表述和承诺或采取任何行动。

## **10. Taxes and governmental charges**

### **10. 税和政府费用**



All turnover taxes and indirect taxes payable for the royalty payment shall be borne by Lanbao.

基于许可费支付应缴的所有营业税和间接的税都有兰宝承担。

Direct Taxes shall be borne by Reime GmbH. If withholding tax is imposed by any country, especially China, it will be paid by Lanbao in the name of Reime GmbH without any influence on the royalty payment stated under section 3.1. If a relief of the withholding obligation is available, the parties agree to exercise an applicable option and/or to obtain a necessary exemption certificate or similar document required by the local tax authorities for such purpose. If a relief is not available and Reime GmbH is able to apply for a tax credit against income tax, Lanbao will have to furnish Reime GmbH with all information and documents reasonably required as well as Reime GmbH cedes this claim already to Lanbao, and in this case that Lanbao paid tax in the name of Reime GmbH, Reime GmbH shall pay to Lanbao's bank account the fee corresponding to the amount of the tax credit as mentioned above within 15 working days from the receipt of such tax credit document (i.e. official document/notification from German tax authority) or corresponding tax reimbursement/refund by Reime GmbH.

直接的税由 Reime GmbH 承担。如果任何国家，特别是中国，要求征预扣税，兰宝以 Reime GmbH 的名义支付此费用，而不得影响限于条款 3.1 中的许可费支付。如果预扣税可以免交，各方应积极施行可适用的选择和/或取得为此目的当地税务机关所需的必要的豁免证书或类似文件。如果免税不可行并且 Reime GmbH 能够申请一个与所得税相抵的课税扣除，兰宝应将合理所需的所有信息和文件提交给 Reime GmbH。并且 Reime GmbH 已经将此要求权利让与兰宝，在兰宝以 Reime GmbH 的名义支付了税款的情况下，Reime GmbH 应该将与上述课税扣除的数额相当的费用在 Reime GmbH 收到该课税扣除文件(即：德国税务机关的官方文件/通知)或者相应的退税/退费起 15 个工作日内支付给兰宝的账户。

## **11. Partial or complete invalidation and limitation of the Licensed Patent**

### **11. 被许可专利的部分和全部无效及限制**

This agreement and its validity shall not be influenced by the fact that the Licensed Patent should finally be declared invalid or limited, entirely or in part. Lanbao shall, however, have the right to terminate this agreement within three months from such a final declaration of invalidity of the Licensed Patent.

本协议及其有效性不应受被许可专利最终被完全或部分地宣告无效和受到限制这样的事实所影响。然而，兰宝有权自被许可专利最终被宣告无效起三个月内终止本协议。

## 12. Term and Termination

### 12. 期限和终止

12.1. Term. This Agreement shall commence on the Date of crediting the first payment to the account of Reime GmbH and, unless otherwise terminated as provided herein, shall remain in full force and effect until the expiration of the last Licensed Patent.

12.1 条款: 本协议自首付款到达赖梅公司 (Reime GmbH) 账户时开始, 并且, 除非如在此所规定的被终止, 否则一直到最后一项被许可专利届满保持完全有效。

### 12.2. Termination

#### 12.2 终止

##### (a) Termination for Cause.

##### (a) 有因终止

(i) One party shall have the right to terminate the Agreement if the other party breaches the Agreement, however, the party requesting the termination shall provide an effective decision/ruling proving/showing the breach. Such an effective decision/ruling will not be necessary,

- if Lanbao does not timely pay the annual rate of the Contribution Fee as defined in section 7.1, however, this will only apply if Lanbao was reminded at least twice within four weeks after the annual due date.

- if the Licensor grants a further license on the Licensed Patent within the field of use of this contract. In this case, upon termination requested by Lanbao, Lanbao shall have the right to request refund of all royalties paid by Lanbao according to Section 3.1.

(ii) Such an effective decision/ruling will not be necessary, if the Licensor does not maintain the validity of any granted patent due to lack of payment of annuity and renders the granted patent terminated. In this case Lanbao can claim a corresponding compensation. This compensation corresponds three times the remaining rates of the contribution fee according to section 7.1, but at least € (in words: Euro).

(i) 在一方违约的情况下，另一方有权终止此协议，但是提出终止的一方需要提供证明/表明另一方违约的有效裁决。这样的有效裁决将不是必须的；

—如果兰宝没有按时支付条款 7.1 所规定的捐献费用的每年费用，但是这仅在兰宝在每年费用到期日后的四周内被提醒至少两次的情况下适用。

—如果许可方在本合同的使用领域之内针对被许可专利授予了另外的许可。在这种情况下，在兰宝要求终止时，兰宝有权要求退还兰宝按照条款 3.1 支付的所有许可费。

(ii) 这样的有效裁决将不是必须的，如果许可方因为自身原因没有维持任何授权专利的有效性而导致专利失效。在这种情况下，兰宝可以要求相应赔偿。该赔偿对应于根据条款 7.1 的捐献费用的条款的 3 倍，但是至少 1 欧元。

(b) Non-Challenge Clause The Agreement may be immediately terminated by Reime GmbH upon giving Lanbao notice of its decision, without the necessity of any recourse to any court or tribunal without any right of indemnity to Lanbao whatsoever, in case where Lanbao would file an opposition or an invalidation procedure whatsoever before courts against any of the Licensed Patents, anywhere in the world where the said patent(s) exist(s).

(b) 不挑战条款：一旦兰宝在所述专利存在的世界任何地点针对任何一个被许可专利向法院提交异议或无效程序，本协议可以由 Reime GmbH 通过将其决定通知给兰宝而立即终止，而没有任何诉诸任何法院或法庭的必要，也不用给兰宝任何要求赔偿的权利。

(c) Effect of Termination. Upon the termination of this Agreement: (i) all rights of Lanbao hereunder shall immediately cease; and (ii) Lanbao immediately shall cease the manufacture, use, sale, and/or importation/exportation of any and all Licensed Products; however, Lanbao may dispose of any finished goods inventory on hand at termination in the normal course within six (6) months.

(c) 终止的结果：基于此协议的终止：(i) 兰宝在此的所有权利应立即停止；(ii) 兰宝应立即停止生产、使用、销售、和/或进口/出口所有任何被许可产品，然而兰宝可以在 6 个月之内的正常期限处置在终止时现有的成品库存。

### 13. Limitation of Liability

#### 13. 责任限制

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A (i) GRANT BY REIME GMBH OF OR UNDER ANY PROPRIETARY RIGHTS OTHER THAN THE LICENSED PATENT, OR OTHER THAN AS EXPRESSLY SET FORTH HEREIN; (ii) WARRANTY OR REPRESENTATION THAT LANBAO WILL BE ABLE TO MAKE, HAVE MADE, USE, OFFER FOR SALE, SELL OR IMPORT/EXPORT LICENSED PRODUCTS WITHOUT INFRINGING THE PATENTS OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES. HOWEVER LICENSOR AND MR. REIME GUARANTEE THAT THEY ARE NOT AWARE OF ANY LEGAL DEFICIENCIES OF THE PATENT LICENSED HEREUNDER. THEY PARTICULARLY GUARANTEE THAT THEY ARE NOT AWARE OF ANY THIRD PARTY'S PRIOR USE RIGHTS, OR OF A DEPENDENCY OF THE LICENSED PATENT ON THIRD PARTY'S PATENTS. LICENSOR HOWEVER IS NOT LYABLE FOR THE LACK OF DEFICIENCIES MENTIONED. LICENSOR DOES NOT GUARANTEE THE VALIDITY OF THE LICENSED PATENT.

In addition, if the licensee acts within the licensed Field of Use and such action is in accordance with the License Agreement and such action falls within the scope of any other patent of the licensor, the licensor shall not accuse the licensee for infringement to the any other patent. The non-accuse limitation shall have binding effect to the successor/assignee of the licensor for the any other patent.

本协议中任何内容均不能被解释为 (i) 除了被许可专利以外，除了被明确地在此规定以外，由 Reime GmbH 给予的或基于任何所有权的权利。(ii) 兰宝能够制造、已经制造、使用、许诺销售、销售或者进口/出口被许可产品而不会侵犯第三方的专利或其他所有权的担保或表述。然而，许可方和莱梅先生保证他们并不知晓在此许可的专利在任何法律上的缺陷。他们特别保证他们并不知晓任何第三人的在先使用权利或者被许可专利对第三人的专利的从属关系。然而，许可方对于所述的没有缺陷没有责任。许可方并不保证被许可专利的有效性。

另外，如果兰宝在被许可的使用领域内应用，并且该应用是按照该许可协议进行的，并且该应用落入许可方的任何其他专利的范围内，许可方不得指责被许可方侵犯了该任何其他专利权，该不指责限制对许可方的该任何其他专利的继承者或受让者也具有约束力。

LANBAO ACKNOWLEDGES AND AGREES THAT ANY GRANT OF RIGHTS HEREUNDER OR IN CONNECTION HERewith IS PROVIDED BY REIME GMBH "AS IS," WITH NO WARRANTY (EXPRESS OR IMPLIED) OF ANY KIND, INCLUDING (WITHOUT LIMITATION) AS TO LACK OF INFRINGEMENT OF PROPRIETARY RIGHTS OF THIRD PARTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE), EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. IN NO EVENT SHALL REIME GMBH BE LIABLE TO LANBAO FOR ANY LOSS OR DAMAGE.

兰宝了解并同意在此或与此相关的任何权利的授予是由 Reime GmbH 提供“就是这样”，没有任何（明示或暗示的）任何保证，包括（不限）关于没有侵犯第三方的权利、针对特定目的的适销性和适和性。即使已经事先通知了可能性，双方对任何特殊的、附带的、间接的或继发的损害（包括但不限于利润或者收益的损失）都没有任何责任。在任何情况下，Reime GmbH 都不对兰宝的任何损失或者损害负责。

#### 14. Miscellaneous

#### 14. 杂项

14.1. Notices. All communications, including notices, demands or requests required or permitted to be given hereunder, shall be given in writing and shall be: (i) personally delivered; (ii) sent by facsimile or other electronic means of transmitting written documents, with written confirmation of receipt; or (iii) sent to the respective party at their respective address indicated herein by registered or certified mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such payments, notices, demands or requests are as set forth in the preamble, or as otherwise indicated by the parties in accordance with this Section 14.1 from time to time.

14.1 通知：所有的通信，包括要求或被允许提供的通知、要求或者请求，都应以书面形式给出并且应该：(i)亲自传递；(ii)由传真或传递书面文件的其他电子装置发动，要有收到的书面确认；或 (iii)通过挂号信或保证邮件发送到各自方的在此指明的各自地址，

要求回复收条并预付邮资，或者通过私人通宵投递服务。用于所有这样的付款、通知、要求或请求的各自地址在前序部分中载明，或者由各方不时地根据此条款 14.1 以其他方式指明。

14.2. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part, for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section 14.2, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible and which comes economically closest to the one actually agreed upon; the same shall apply in the case of an omission.

14.2 分割性：如果本协议的任何条款或规定，基于任何原因，在整体上或部分上，被确定为是违反法律的、不可执行的或者无效的，这样的违反法律的、不可执行的或者无效的条款或部分将从本协议中撤回，并且这样的条款不影响本协议的其余部分的合法性、可执行性或有效性。如果本协议的条款和规定根据此条款 14.2 被撤回，则该被撤回的条款应该，在可能的程度上，被一个合法的、可执行的、有效的条款所替换，该替换条款在要旨上与被撤回条款在法律上可能时类似，并且其在经济上最接近实际同意的条款；同样内容也适用没有约定的情况。

14.3. Headings. Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and, in no way, define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

14.3 标题：本协议中的段落标题和题述作为方便和参考起见而插入的，并且在任何情况下均不能定义、限制、扩展或者描述本协议的范围或任何条款的意图。

14.4. Integration. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no

agreements, representations or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

14.4 整体性：本协议构成双方之间关于所有主题的全部协议。本协议取代之前双方或各方之间的所有协议。除了本协议订明的那些或者本协议所引述的文件和协议，在双方之间或各方之间没有任何协议、表述或者担保。

14.5. Amendment. No amendment, modification, supplement or other purported alteration of this Agreement shall be binding upon the parties unless it is in writing and is signed on behalf of both parties by their duly authorized representatives.

14.5 修订：除非有书面的并由双方的授权代表来代表双方签署，本协议的任何修改、更改、补充或其他改动均不能约束各方。

14.6. Waiver. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested.

14.6 放弃：任何条款的放弃或者任何行为的准许都不能构成其他条款的放弃或其他行为的准许，不管是否类似。任何放弃或准许都不能构成继续的放弃或准许或者使一方提供今后的放弃，除非具体地书面订明。如果要求放弃的一方没有提供与所要求放弃相关的全部实质事实的全部完整的开示，则另一方给予的任何放弃均是无效的。

14.7. Governing Law; Language; Binding Effect. This Agreement has been made and executed in Bühl, Germany and Shanghai, Peoples Republic of China, and shall be governed, construed and enforced in accordance with the English language under the laws of Switzerland (the Chinese version within this Agreement is only for

translation purposes), without regard to the principles of conflicts of law, and shall be binding on the heirs, successors, affiliates and assignees of the parties.

14.7 管辖法律、语言和约束力: 本协议已经在德国布尔和中国上海制定和签署, 并且应该根据英语语言在瑞士法律框架下受到管辖, 解释和执行(本协议中的中文文本仅用于翻译目的), 而不考虑法律冲突原则, 并且应该对各方的继承者、接任者、附属和受让人有约束力。

14.8. Amicable Settlement, Mediation. The parties will make every effort in good faith to settle amicably any dispute or claim arising in connection with this Agreement. All disputes, controversies or claims arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement including, without limitation its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims in restitution or at law, in equity or pursuant to any domestic or international statute or law, shall be submitted to mediation in the city and country of residence of the defendant to the dispute in each instance, unless the parties otherwise agree, and the mediation shall be in accordance with the European Code of Conduct for Mediators and the World Intellectual Property Organisation ("WIPO") Mediation Rules using such mediator as is agreed between the parties, or in default of agreement is determined by the President for the time being of WIPO. The language of the proceedings shall be English, if the parties hereto do not agree otherwise. In the event that the mediation is unsuccessful the parties may submit the dispute to arbitration.

14.8 和解和调解: 双方要努力善意地协商关于本协议引起的争论和主张。本协议以及本协议的后续修订中的或与之相关的, 包括但不限于对格式、有效性、约束力、解释、执行、违约或者终止以及, 给予衡平或依照任何国内和国际法令或法律的在归还上或在法律上的非契约主张, 所引发的所有争论、争端或者主张都应提交给每一审中的争议的被告所在的城市或国家中进行调解, 除非双方另行同意, 否则该调解将按照欧洲调解员行为法令和 WIPO 调解规则处理, 使用双方之间认可的调解员或者在没有合意的情况下由 WIPO 当时的主席来指定。该程序使用的语言应该是英语, 如果双方没有其他合意。在调解不成功的情况下, 双方可以将争议提交到仲裁机构。



14.9. Arbitration If, and to the extent that, any such dispute, controversy or claims has not been settled to the mediation within ninety (90) days of the commencement of the mediation, or such further period as may be agreed to in writing by the parties, it shall upon the filing of a Request for Arbitration by either party, be referred to and be finally settled by arbitration in accordance with the WIPO Expedited Arbitration Rules without recourse to the ordinary courts of law by one arbitrator appointed in accordance with the said Rules, using such arbitrator as is agreed between the parties, or in default of agreement is determined by the President for the time being of WIPO. The arbitrator shall not be the same person as the mediator. The arbitral proceedings shall take place in the city and country of residence of the defendant to the dispute in each instance, unless the parties otherwise agree to a different venue and the language of the arbitration proceedings shall be English, if the parties hereto do not agree otherwise. The dispute, controversy or claim referred to arbitration shall be decided in accordance with the laws of the jurisdiction and country of residence of the defendant to the dispute in each instance. The arbitrator will observe the rules of natural justice and rules of evidence, a party may be represented and/or assisted by a qualified Legal Practitioner or other representative, and the arbitrator will include in the arbitration award the findings on material questions of law and of fact, including references to the evidence on which the findings of fact were based. Any arbitration decision rendered in conformity with this clause shall be final and binding upon the parties.

14.9 仲裁: 如果任何争论, 争端或主张在开始调解的 90 天内或者双方书面同意的更长时间内没有解决, 基于任何一方提交的仲裁申请, 应该移交并最终由按照 WIPO 快速仲裁规则的仲裁由依据该规则指定的一个仲裁员解决, 而不需要诉诸普通法院, 使用该仲裁员是双方之间同意的或者在没有合意的情况下由 WIPO 当时的主席来指定。该仲裁员与该调解员不得为同一人。除非双方另行同意在另一地进行, 否则仲裁程序应该在每一审中的争议的被告所在的城市或国家进行, 如果双方没有另外的合意, 仲裁程序的语言应该是英语。提交仲裁的争论, 争端或主张应该根据每一审中的争议的被告所在的辖区或国家的法律来决定。仲裁员将遵守自然公正规则和证据规则, 双方可以由有资格的律师或其他代表人来代表或提供帮助, 并且仲裁员将在法律和事实上的实质发现包含在仲裁裁决中, 包括证据事实发现所依据的证据的参照。依据此条款作出的任何仲裁决定应该是终局的并且对各方具有约束力。

14.10. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to

execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

14.10 授权代表：签订本协议的每个人代表和保证其是被合法授权的并且具有合法权利来签署和传递本协议。每一方向另一方表示并保证：本协议的签署和传递以及该方的义务的履行已经被合法地授权，并且根据其条款，本协议是有效的和合法协议，对该方具有约束力并且是可执行的。

14.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.11 副本：本协议可以签署两份或多份，每一份都应被视为原件，但所有副本一起应构成是一个且相同的文书。

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the date as follows written in English.

于此证明，各方在下述英文书写的日期已经通过各自的合法代表签署了本协议。

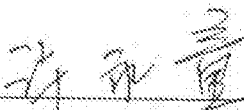
"Licensee" 被许可方

SHANGHAI LANBAO SENSOR CO., LTD

"Licensor" 许可方

REIME GMBH

By



Signature

By



Signature

XU Yongtong

Print Name

Gerd Reime

Print Name

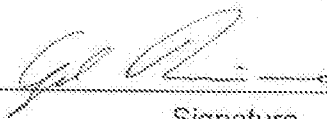
General Manager

Print Title

General Manager

Print Title

Gerd Reime



Signature

Date of Signature: Oct. 11, 2011

## ANNEX 1

### List of Know How 技术秘密清单

#### Know How Compilation for Inphan 1-4

##### Notes:

- all available data listed on following pages will be delivered on CD
- further know-how, listed as "features", will be given in form of the agreed training at Picosens GmbH
- all test devices, demonstrators and test electrodes will be given when the training takes place

##### Trainings:

- HALIOS Basics (IC- Functionality, working Principle...)
- HALIOS Distance
- HALIOS 2 Channel low cost solution
- HALIOS 5-Channel with compensation channel
- HALIOS with additional Current switch for high distance
- HALIOS "Factor 1" Sensor
- HALIOS Loop Configuration
- HALIOS Offset configuration
- HALIOS Outlook

Training includes training Material (Testboards, Circuit diagrams, Presentation ...)

## INPHAN 1 , INPHAN 2, INPHAN 3, INPHAN 4

Inductive INPHAN Development Material for "Industrial Proximity Sensors"

Name	Interface	Software	Nr. of units	HALIOS IC	production Data
INPHAN 1-4 EVA Board 01 with open Inphan 4 Coil System	PC	PICO	1	E909.06	complete
INPHAN 1-4 EVA Board 02 with open Inphan 4 Coil System (2)	PC	PICO	1	E909.06	complete
INPHAN 1-4 EVA Board 03 with Coil in Coil System (in housing)	PC	PICO	1	E909.06	complete
INPHAN 1-4 EVA Boards (several) for Training Purpose	PC	PICO	3	E909.06	complete
INPHAN EVA Boards for 909.93				E909.05	complete
Printed INPHAN 4 Coils for Training			up to 20		complete
Printed Coil in Coil for Training			2		complete
Configuration PC-Software PiCo			unlimited		working version
Firmware E909.05			unlimited		source code
Firmware E909.06			unlimited		source code
1021 Converter	RS232/ PC	Firmware	on request		working version
Firmware Module Auto Adjustment		automatic offset calibration	unlimited		source code
Firmware Module Parameters		automatic storage of working parameters	unlimited		source code
Firmware Module Drift Compensation		compensation drift of temperature	unlimited		source code
Different Firmware Modules, e.g. LED-Display			unlimited		source code

## Design Guidelines for INPHAN Coil Systems (CD)

Training at Picosens

### Addendum (CD):

- Manual PICO Software
- Manual Components Setup
- Presentation HALIOS Basic / HALIOS Distance
- Presentation INPHAN 2
- Presentation INPHAN 3
- Presentation INPHAN 4
- Layout Coils
- Layout INPHAN boards for E909.05
- Layout INPHAN boards for E909.06

## ANNEX 2

## List of Licensed Patents

austr.	kind of ip-right	country	filing date	serial no.	date of grant	patent no.	motherfile	keyword	max. term of protection	status	content
1835AJP	Patent	JP	29.07.2006	20-06-523,555			18559PC	INPHAN I	2026	under examination	run time measurement
18559PC	Patent	PC	29.07.2006	PCT/EP 2006/007550				INPHAN I	2026	entered national phase	run time measurement
18559EP	Patent	EP	29.07.2006	06 776 515.6			18559PC	INPHAN I	2026	synchronized	run time measurement
18559US	Patent	US	29.07.2006	12/021 848			18559PC	INPHAN I	2026	synchronized	run time measurement
19188DE	Patent	DE	16.02.2009	10 2009 009 061.4			incentivity 21.01.2009	inphan II	2029	filed	collar arrangement, sampling instant
19188PC	Patent	PC		PCT/EP 2010/000339				inphan II	2030	entered national phase, positive IPRP	collar arrangement, sampling instant
19188US	Patent	US		12/690 960			19188PC	inphan II	2030	under examination	collar arrangement, sampling instant
19188EP	Patent	EP	21.01.2010	10 768 698.5			19188PC	inphan II	2030	under examination	collar arrangement, sampling instant
19188CN	Patent	CN		201060035122 X			19188PC	inphan II	2030	filed, examination request due 21.01.12	collar arrangement, sampling instant
19218DE	Patent	DE	18.05.2009	10 2009 021 904.1				INPHAN III	2029	under examination	parallelly shifted coils
19218PC	Patent	PC		PCT/EP 2010/003005				INPHAN III + IV	2030	prepared to enter national phase until 18.11.2011, positive IPRP	parallelly shifted coils or angularly shifted coils
19218EP	Patent	EP					19218PC	INPHAN III + IV	2030	prepared to be filed	parallelly shifted coils or angularly shifted coils
19218US	Patent	US	18.05.2010				19218PC	INPHAN III + IV	2030	prepared to be filed	parallelly shifted coils or angularly shifted coils
19218CA	Patent	CA					19218PC	INPHAN III + IV	2030	prepared to be filed	parallelly shifted coils or angularly shifted coils
19218CN	Patent	CN					19218PC	INPHAN III + IV	2030	prepared to be filed	parallelly shifted coils or angularly shifted coils
19424DE	Patent	DE	19.06.2009	10 2009 029 938.9				INPHAN IV	2029	filed	angularly shifted coils
19424DE	Patent	DE	19.06.2011	10 2011 109 870.8				Ventus Coil	2031	filed	angularly shifted coils