

CLAUSES WHERE KNOW-HOW IS REQUIRED FOR CONSTRUCTION OF FACTORY,

ETC.

- 1 ABC agrees to furnish to BHARAT technical advice and information on the terms hereinafter provided as may be necessary and required to assist BHARAT in connection with its operation of the aluminum plant including the mining of bauxite, the refining thereof into alumina and the reduction of alumina into primary aluminum as applicable to the processes use at the aluminum plant. If during the term of the agreement BHARAT should enter into the manufacture, in the Union of India, or fabricated aluminum products such as sheet, plate, extrusions, rod, bar, wire or forging, ABC shall likewise furnish such technical advice and information as may be necessary and required to assist BHARAT with respect to such additional operation.

- 2 The technical advice and information to be furnished by ABC shall, subject to the terms and limitations of sections 1 and 2 above, consist of the following :
 - (a) ABC shall in writing or verbally or by practical instruction and demonstration as occasion and circumstances require, advise and inform BHARAT of all technical matter in relation to operation referred to in section 1 above.
 - (b) ABC shall train at mines in Jamaica and manufacturing facilities in the United State of America technical personnel selected by BHARAT. Such technical personnel shall be of such reasonable number as may be mutually agreed upon. If ABC believes that a particular employee is not qualified or otherwise suited to receive such training, it may advise BHARAT and an alternate will be selected by the BHARAT in lieu of such employee.

- (c) ABC shall make available to BHARAT in the Union of India the services of qualified engineers and other technicians in such reasonable number as may be mutually agreed to be necessary and at such remuneration and on such terms as may be mutually agreed to advise the personnel of BHARAT in the operation of the aluminum plant (and the matters and things as described in section 1 above) in accordance with good industry practice as adapted to local conditions.
- (d) Technical advice and information shall be such as is available to ABC or its affiliated companies and shall be sufficient in scope to enable competent engineering and shall be sufficient in scope to enable competent engineering manufacturing and metallurgical personnel to understand and apply the subject-matter and evaluate the desirability of using the same, but detailed engineering services need not be furnished and ABC shall not be under any obligation to undertake for BHARAT any research under the provisions of this agreement. Such detailed engineering work research work, if mutually agreed upon, shall be undertaken by separate agreement.”
3. BHARAT shall reimburse ABC for its actual expenses reasonably incurred in rendering the services set forth in this agreement to the end that ABC shall not make a profit or suffer a loss by reason thereof.
4. ABC shall submit monthly invoices or expenses to be reimbursed under section 6 thereof describing the same with reasonable (Sic) particularity payment of each invoice shall be made in United States dollars at such place as ABC May designate in the invoice, except payments made by ABC other than in United States dollars shall be invoiced by ABC and reimbursed by BHARAT in the currency in which payment was made by ABC. Provided further that payments made to

reimburse ABC for personnel furnished pursuant to section 3(c) shall be repaid in the manner agreed upon when such personnel is furnished.

5. BHARAT shall have the right during the terms of the agreement to refer to this agreement in its advertising and publicity but nothing in the agreement, however, should be deemed to transfer to BHARAT trade marks or trade names of ABC or to grant any right of user thereof in the Union of India elsewhere.
6. It is understood by BHARAT that nothing herein shall be deemed to require ABC to grant BHARAT any patent or other rights or disclose to BHARAT any information in regard thereto if ABC or its affiliated companies do not have the right or power to grant such rights or disclose such information either by reason of contractual obligations incurred prior to such grant or disclosure or governmental law or order. ABC represents, however, that it and its affiliated companies are not prohibited or prevented from disclosing technical advice now available to them which is essential to said plants.

Except with respect to the licence of existing patents of ABC relating to the alumina process and the aluminum reduction process, ABC makes no representation or warranty that the use of any technical information or advice or patent licence now or hereafter disclosed or granted, as the case may be, can be used without patent infringement.

7. In consideration of the premises and in addition to the reimbursement of expenses as hereinbefore provides BHARAT shall immediately on the execution of these presents allot and issue to ABC 1 lac (1,00,000) shares of its Rs. 10 per value out of its equality share capital credited as fully paid up.

8. This agreement shall become effective in the date first above set forth and shall continue in force for a period of twenty five (25) years.