

# AGREEMENT

between

HAG Aktiengesellschaft, Bremen,  
hereinafter referred to as HAG,

and

Studiengesellschaft Kohle mbH, Mülheim-Ruhr,  
hereinafter referred to as Studiengesellschaft.

## PREAMBLE

With effect of September 11/13, 1972, a Licence Agreement between HAG and Studiengesellschaft has been signed. In accordance with this Agreement HAG is licensee for the process of extraction of caffenin from coffee as described in the (German) Patent 20 05 293 or analogously 14 93 190.

Contents of the (German) Patent 20 05 293 (applicant Studiengesellschaft Kohle mbH, Mülheim-Ruhr) has been communicated to HAG at an early stage, i.e. before its publication. Subsequently HAG has filed a number of patent applications with the German Patent Office concerning the separation of natural substances with supercritical gases with respect to specific compounds.

## ART. 1

### MUTUAL EXECUTION

Studiengesellschaft and HAG agree to mutually execute their rights with respect to the pending patent applications concerning the treatment of products under supercritical conditions for the following areas:

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- a) Non-German production of decaffeinated coffee extract made from roasted coffee.
- b) Domestic and non-German recovery of coffee oil containing aromatic constituents from roasted coffee.
- c) Domestic and non-German nicotine removal from tobacco, extraction of hops, production of cocoa butter from cocoa, production of spice extracts, production of decaffeinated tea and tea extracts.

## ART. 2

HAG PROTECTIVE RIGHTS

HAG assigns to Studiengesellschaft the following German patent applications. Studiengesellschaft shall derive all rights and duties of an applicant from this Assignment.

- a) Production of decaffeinated coffee extract pursuant patent application 21 19 678 of April 22, 1971.
- b) Recovery of coffee oil containing aromatic constituents from roasted coffee pursuant patent application 21 06 133 of February 10, 1971.
- c) Production of hop extracts pursuant patent application 21 27 618 of June 3, 1971.
- d) Production of spice extracts of natural composition pursuant patent application 21 27 611 of June 3, 1971.
- e) Obtaining cocoa butter pursuant patent application 21 27 643 of June 3, 1971.
- f) Production of vegetable fats and oils pursuant patent application 21 27 596 of June 3, 1971.
- g) Production of decaffeinated tea with complete aromatic content pursuant patent application 21 27 642 of June 3, 1971.
- h) Extraction of nicotine from tobacco pursuant patent application 20 43 537 of September 2, 1970.
- i) Process for the selective removal of nicotine from tobacco pursuant patent application of August 23, 1971.

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Besides, HAG assigns the corresponding foreign applications with respect to the applications mentioned under (a) - (1).

The Studiengesellschaft shall undertake all efforts to the effect that the applied patents will be granted. HAG is obliged to do its best for assisting the Studiengesellschaft. Both parties are entitled to join hearings at the Patent Offices or Courts. In case of controversies the Studiengesellschaft shall decide.

## ART. 3

SHARING OF INCOME

Royalties from the use of the protective rights shall be shared in Germany and out of Germany as follows:

With respect to the subjects mentioned in Art. 1 lit (a) and (c) 70% for Studiengesellschaft and 30% for HAG.

With respect to the subjects mentioned in Art. 1 lit. (b) 50% for Studiengesellschaft and 50% for HAG.

## ART. 4

PRODUCTION BY HAG

If HAG itself intends to start the production with respect to certain subjects of this Agreement, Studiengesellschaft is prepared to grant HAG a non-transferable license. When fixing the royalties the Sharing of Income as mentioned in Art. 3 will be changed to a reduction of royalties in favor of HAG accordingly.

## ART. 5

COFFEE OIL

1) Already now HAG declares that HAG itself will execute the process for the recovery of coffee oil containing aromatic constituents from roasted coffee pursuant to Art. 1 lit.(b). So Studiengesellschaft grants a corresponding licence with respect to the patents 21 06 133 and - restricted to this subject - 14 93 190.

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2) The above mentioned licence grants HAG the exclusive right for Germany (F.R.G.) to produce coffee oil in accordance with the mentioned patents, to offer it as a pure product or mixed with other products, and to sell it. The licence includes the non-exclusive right to sell the products, manufactured as described, all over the world.

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ART. 6  
RELATIONS TO THIRD PARTIES

*Wieder  
in form*

The utilization of the rights unified due to Art. 1 of this Agreement shall be handled jointly by both parties with respect to the subject matters mentioned in Art. 1 lit. (a) - (c). Both parties are entitled to attract interested persons as licensees and to join all negotiations with third parties. Each party has to inform the other party about negotiations which the other party did not join and to foster the conclusion of agreements in mutual interest. In case of controversies Studiengesellschaft decides about the conclusion of an agreement and its terms.

The utilization of the protective right mentioned in Art. 2 (f) is reserved to Studiengesellschaft.

ART. 7  
FUTURE APPLICATIONS

Up to December 31, 1974, all patent applications based on developments of HAG within the field of separation of substances under super-critical conditions, shall be filed in the name of Studiengesellschaft. In case of the utilization of the protective rights the incoming royalties shall be shared as 70% for Studiengesellschaft and 30% for HAG.

ART. 8  
PATENT INFRINGEMENTS

Patent infringements will be prosecuted by Studiengesellschaft, and as far as an exclusive licence to HAG is concerned, by HAG.

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Both parties are obliged to inform each other about all patent infringements which have come to the knowledge of one party and to join all efforts in order to prosecute these infringements. Both parties shall make available all their technical capacities for presentation of evidence.

A patent infringement must only be prosecuted by bringing suit in case of proof of patent infringement. The parties are only obliged to file one suit at any time in a country.

## ART. 9

COSTS

All costs incurred or future costs for the handling of the patent applications mentioned in Art. 2, their renewal or prosecution of patent infringements by third parties shall be shared due to Art. 3. The costs for the subject matter Vegetable Fats and Oils will be borne by Studiengesellschaft.

## ART. 10

DURATION OF AGREEMENT

This Agreement ends with the expiration of the last protective right in the respective country.

## ART. 11

RENUNCIATION OF RIGHTS

If Studiengesellschaft intends to renounce on protective rights as mentioned in Art. 2 or parts thereof, Studiengesellschaft will offer them to HAG for assignment free of charge but against payment of the legal fees. The assignment of protective rights requires HAG's consent.

## ART. 12

COURT OF JURISDICTION

Any litigation arising under this Agreement shall be settled exclusively by the Chamber for Patent Litigation at the District Court of Düsseldorf.

Bremen, 11.4.1973

HAG Aktiengesellschaft

Mülheim-Ruhr, 6.4.1973

STUDIENGESELLSCHAFT KOHLE MBH

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