

selling prices of the Licensee are excessive or unfair, and the parties hereto cannot come to a satisfactory agreement, regarding a readjustment of same, the matter shall be submitted to a board of arbitration composed of three chartered accountants, one appointed by each of the parties hereto, and the third selected by the two so appointed, and the finding of the majority of such arbitrators shall be final and the Licensee shall have the right and privilege of electing whether they will fix the selling prices in accordance with such finding or terminate the license hereby granted. If the Licensee fails to make such election within sixty (60) days from the date of such finding, or to observe, abide by, and carry out the election when made, the Licenser may forthwith terminate the license hereby granted, and the Licensee shall have no claim, recourse or cause of action against the Licenser for so doing. Each of the parties hereto shall pay the expense of the arbitrator selected by it, and the expense of the third arbitrator shall be borne equally by the two parties.

Licensee's
Right to
Cancel

19. In the event the Licensee decides it cannot profitably place upon the market, or manufacture and sell any substance and/or use any process covered hereby, and if and when it discontinues the manufacture and sale of the same and/or use of said process, whatever rights it may have acquired in said substance and/or process, respectively, including trade names, etc., shall thereupon revert to the Licenser and become his property. At the same time all obligations of said Licensee in respect to the above mentioned item shall forever cease and determine, except as to any royalty obligation then unliquidated.

Official
Signature
of Licensee

20. This agreement shall become binding upon the Licensee only when it is signed by an officer thereof.