

See Paragraph 4 - Employee
bound to secrecy

See Paragraph 10 - Provisions
with respect to giving notice
under the contract.

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See Paragraph 20 - Contract
may not be modified orally.

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GENERAL ANILINE & FILM CORPORATION

EMPLOYMENT CONTRACT

AGREEMENT made this 1st day of May , 1941, between GENERAL ANILINE & FILM CORPORATION, a Delaware corporation, (hereinafter called the "Company") and Dr. Hermann Duerr of Binghamton, N. Y. (hereinafter called the "Employee"),
WITNESSETH, That:

For and in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. The Company shall employ the Employee in its Agfa Ansco Division upon the terms and conditions hereinafter set forth and pay the Employee a salary at the rate of \$11,000, per annum, payable semi-monthly on the 15th and the last day of each month.

2. The Employee shall, during the term of his employment hereunder, devote his entire time and attention, and give his best and undivided efforts and skill, to the business and interests of the Company in such capacities and in the performance of such duties as the Company may from time to time direct, and shall not engage in any other work or business.

3. The Employee agrees to hold as the Company's property all memoranda, books, papers, letters, price-lists, note books, etc., and all copies thereof and therefrom in any way relating to the Company's business and affairs, whether made by him or otherwise coming into his possession, and on the termination of his employment, or on its demand at any time, to deliver the same to the Company, and to keep the Company fully informed as to all inventions, improvements, methods or devices coming to his knowledge or notice and which are or may be of advantage to it in the conduct of its business.

4. The Employee admits that in the course of his employment with the Company he has acquired or will acquire knowledge or information relating to the manufacture of the products and to the affairs and conduct of the business of the Company, which knowledge and information is, and in the interests of the Company must, either temporarily or permanently, be kept secret, and the Employee shall not, either during the terms of his employment hereunder or at any time thereafter, communicate or divulge to anyone, directly or indirectly, or assist or aid any other person in communicating or divulging, any such knowledge or information with respect to the business, methods or affairs of the Company unless or until such knowledge or information shall have become generally accessible to the public.

5. As part of the services rendered for the salary agreed to be paid the Employee by the Company, the Employee agrees that all improvements or inventions which he may, during the term of his employment, make in the products of the character manufactured or produced or sold or dealt in by the Agfa Ansco Division, or any machines, methods or processes utilized in the manufacture of such products or intended for use in the manufacture of such products, whether or not the Company is at the time engaged in such manufacture, and further any and all improvements or inventions not relating to products of the character manufactured by the Agfa Ansco Division, if these improvements and inventions result from or are suggested by any work done by the Employee under this agreement, even though the same may be outside the scope of the business of the Company, shall be the property of the Company and the Employee shall at all times keep the Company fully informed with respect to all such improvements or inventions which he may make or which may come to his notice or knowledge. The Company may, in its discretion, release to the Employee any such improvement or invention for such use as the Employee may personally desire to make thereof. Any such release must, to become effective, be in writing and signed by the Secretary and one other authorized officer of the Company.

6. The Employee at the request of the Company shall execute any and all applications for Letters Patent in the United States of America and elsewhere for any such improvements or inventions and give the Company all reasonable assistance in connection with any such applications, execute any and all assignments transferring to the Company all of the right, title and interest of the Employee in and to such improvements or inventions and in and to such Letters Patent or applications therefor, and do any and all other acts or things and sign any and all other documents and papers necessary or advisable in order to give full effect to the provisions hereof. It is understood and agreed that all expense connected with the patenting of inventions or improvements pursuant to the provisions hereof or connected with the assignment and transfer of such inventions or improvements or of Letters Patent or applications for Letters Patent therefor shall be borne by the Company, the Employee to be put to no expense whatever in such connection. The obligations of the Employee under this article shall continue after termination of his employment, but the Employee shall be entitled to compensation at a reasonable rate for any work performed by the Employee at the request of the Company under the terms of this article after the termination of his employment.

7. The Employee agrees that upon the termination of the employment hereunder the Employee shall not within a period of two years after such termination, or within such shorter period as the Company shall determine, directly or indirectly engage, or be in any manner associated with any concern engaged, in the business of manufacturing or producing or selling or dealing in any products of the same or a similar character as the products manufactured or produced or sold or dealt

in by the Agfa Ansco Division of the Company, in any State, Territory or Possession of the United States, or in Canada or Cuba or within the territorial limits of the Empire of Japan without the consent of the Company. In consideration therefor during such period not exceeding two years the Employee shall be entitled to receive and the Company shall pay to the Employee a compensation equal to his salary at the time of the termination of this agreement, exclusive of any commissions, bonuses, premiums or other compensation which the Employee may have received additional to salary. Such compensation payable to the Employee shall be paid to him in monthly installments at the end of each month. The Company will notify the Employee within four weeks after notice of termination of this agreement has been given (as hereinafter provided in article numbered 9) whether or not it will release the Employee from the covenant hereinbefore in this article contained. In case the Company releases the Employee from this covenant, he shall not be entitled to any compensation from the Company after the termination of the employment hereunder. If the Company does not release the Employee it shall have the right to determine the time, either one or two years, for which the Employee shall be bound to this covenant. If the Company elects the maximum term of two years it shall have the right to discontinue this agreement after one year, with three months' advance notice to the Employee.

8. During the term of his employment hereunder the Employee shall be entitled each year to a vacation of three consecutive weeks. The specific time of such vacation will be determined by the Company with due consideration, as far as possible, of preference expressed by the Employee.

9. The term of employment hereunder shall be in force until December 31, 1944 and can be terminated at that date by written notice of either party to the other given as hereinafter provided, not less than three months prior to that date. If the contract has not been so terminated it shall continue thereafter from year to year, ending December 31st of each year, unless terminated by written notice of either party to the other given as hereinafter provided, not less than three months prior to the expiration of any such year.

10. Any notice by one party to the other respecting any matter relating to this agreement shall be deemed to have been duly given when mailed by registered mail, if to the Employee addressed to the Employee at his address as set forth beneath his signature to this agreement, and if to the Company addressed as follows: General Aniline & Film Corporation, Agfa Ansco Division, Binghamton, New York, or at such other address as either party may by written notice so given to the other party have designated.

11. Notwithstanding any changes mutually agreed upon in the amount of compensation paid to the Employee during employment hereunder, all other provisions of this agreement shall remain in full force and

effect during the entire term of employment of the Employee with the Company.

12. This contract shall be binding upon and inure to the benefit of the Company, its successors and assigns, and, except as regards personal service, shall bind the Employee's personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GENERAL ANILINE & FILM CORPORATION

By.....
Vice President

.....
Employee

Address of Employee:
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