

AGREEMENT

IN CONSIDERATION of my employment and the compensation to be paid for my services during the term of my employment by UNITED STATES METALS REFINING COMPANY, a corporation of New Jersey, having a principal place of business at Carteret, New Jersey, (hereinafter termed the "Corporation"), a subsidiary of The American Metal Company, Limited, a corporation of New York, having a principal place of business at 61 Broadway, New York, New York, (hereinafter termed "the parent company"), upon the terms and conditions of this agreement,

I, _____

of _____

agree with the Corporation as follows:

1. To communicate promptly and fully in writing to the Corporation and, upon request, to assign to it, or to the parent company, if so directed by the Corporation, all my right, title and interest in and to any and all inventions and improvements which I have made or conceived or may hereafter make or conceive, or with respect to which I may be a joint inventor, while in the employ of the Corporation, which are within the scope of my employment or which relate to or are useful or may be useful in connection with the then existing scope or any natural expansion of the business carried on by the Corporation, its parent company, subsidiaries or affiliates and all of my right, title and interest in and to any and all domestic and foreign applications for patents covering said inventions, any and all patents granted for said inventions and any and all reissues and extensions of the said patents; and to do any and all acts and to execute and deliver such instruments as may be deemed by the Corporation necessary or proper to vest all of my right, title and interest in and to said inventions, applications and patents in the Corporation, or the parent company, if so directed by the Corporation, and to effect the obtaining of said patents, reissues and/or extensions thereof. All necessary and proper expenses in connection with the foregoing shall be borne by the Corporation.

2. I further agree that I will regard and preserve as confidential all information of a confidential character pertaining to the Corporation's business that may be obtained by me from specifications, drawings, blueprints, reproductions, apparatus and other sources of any sort as a result of such employment and I will not without written authority from the Corporation so to do, disclose to others during my employment or thereafter, such or any other confidential information obtained by me while in the employ of the Corporation.

3. Should this agreement be adjudicated illegal in any respect by a court of competent jurisdiction, then only such part of the particular provision so adjudicated shall be abrogated and the remainder of such provision and all other provisions of this agreement shall remain in full force and effect.

Exhibit A

4. As a matter of record, I submit below a complete list of all unpatented inventions which I have made or conceived prior to my employment, and these inventions are understood to be excluded from this agreement.

Witnessed by _____ Signed: _____ (L.S.)
Employee

this _____ day of _____, 195__.

UNPATENTED INVENTIONS REFERRED
TO IN PARAGRAPH 4 ABOVE