

REFERENCE MEMORANDUM

DATE Mar 7 19 79
 TO D.J. Emery
 FROM W. L. Lacey EXT. No. _____

- | | |
|---|---|
| <input type="checkbox"/> Work Order | <input checked="" type="checkbox"/> For Approval |
| <input type="checkbox"/> Tax | <input type="checkbox"/> Your Comments |
| <input type="checkbox"/> Need More Detail | <input type="checkbox"/> Please Retain |
| <input type="checkbox"/> Please Code | <input type="checkbox"/> Please Return |
| <input type="checkbox"/> Please Expedite | <input type="checkbox"/> Please Photocopy |
| <input type="checkbox"/> Please See Me | <input type="checkbox"/> Please File |
| <input type="checkbox"/> For Your Information | <input checked="" type="checkbox"/> Please Handle |

Remarks The indlosed secrecy documents
should be Returned to John Hite
if you decide to sign them.
The process looks good and
will save both capital & fuel with
lower total operating costs.

Coppers wants to talk joint venture
again. R.

SECRECY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1979, by and between:

KOPPERS COMPANY, INC., a corporation of the State of Delaware, having a place of business at the Koppers Building, Pittsburgh, Pennsylvania 15219 (hereinafter referred to as "Koppers");

and

GIANT YELLOWKNIFE MINES, LTD., a corporation of Canada, having a place of business at Commerce Court, Toronto, Canada M5L 1B4 (hereinafter referred to as "Giant").

WITNESSETH:

WHEREAS, Koppers possesses certain confidential technical information relating to the purification of arsenic oxides; and

WHEREAS, Giant is desirous of evaluating the possibility of using Koppers' proprietary process for purifying arsenic oxides.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Within sixty (60) days from the date of this Agreement, Koppers will disclose to Giant such information concerning the process for purifying arsenic oxides as Koppers deems necessary to enable Giant to evaluate Giant's

interest in using Koppers' process. From time to time thereafter, Koppers may also disclose to Giant additional information relating to the process for purifying arsenic oxides.

Revised
✓2. Giant agrees that it will maintain in confidence all information relating to the process which is received from Koppers and is considered to be confidential by Koppers. The following conditions apply to the receipt of the Confidential Information:

- a) Confidential Information, as used herein, means all samples, information, know-how, drawings, models, reports and the like, technical as well as economic, relating to the process for purifying arsenic oxides that is identified as confidential by Koppers, except that which
 - ✓i) is known to Giant at the time of disclosure thereof as evidenced by written records in the possession of Giant; or
 - ✓ii) is or becomes publicly available without the fault of Giant; or
 - ✓iii) *Revised* is subsequently disclosed to Giant by a third party not under a secrecy agreement to Koppers.

out
3. Giant agrees to take the same precautions with such Confidential Information as it does with respect to information of its own which it considers confidential, and specifically not to divulge or make accessible any Confidential Information to any third party, to limit the access of Confidential Information to those persons within its organization who have a need to know, and

further agrees not to make any commercial use thereof, other than for the purpose stated herein.

✓ 4. Giant agrees that any material samples obtained from Koppers, or documents of any type which contain written or graphic descriptions of Confidential Information received by Giant, shall be and remain the property of Koppers and shall be returned upon request of Koppers.

✓ 5. Giant agrees to use all reasonable precautions to inform and enforce the secrecy obligations set forth herein upon its employees, both during employment and for a reasonable time after termination of employment; Giant agrees to execute secrecy agreements prepared by Koppers having terms similar to those contained herein with any subcontractor or other party to whom it must divulge Confidential Information.

✓ 6. The obligations hereunder concerning the treatment of Confidential Information shall extend for a period of ten (10) years from the effective date hereof.

✓ 7. Nothing in this Agreement shall be construed to grant any rights of license under the Confidential Information or related industrial property rights or patents.

KOPPERS COMPANY, INC.

By: [Signature]
Title Vice President

Witness: K. E. Cogon

GIANT YELLOWKNIFE MINES, LTD.

By: _____
Title _____

Witness: _____