

FALCONBRIDGE TOR

KOPPERS PGH

KOPPERS CO INC PITTSBURGH PA 3-1-79 (TELEX 866 418)
FALCOMBRIDGE NICKEL
ATTN B J RALEIGH

PURSUANT TO THE REQUEST OF MR JOHN HITE OF KOPPERS COMPANY, INC.
THE FOLLOWING ARE THE TERMS OF A PROPOSED SECRECY AGREEMENT
BETWEEN KOPPERS AND GIANT YELLOWKNIFE MINES LTD.

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.

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) IS SUBSEQUENTLY DISCLOSED TO GIANT BY A THIRD PARTY NOT UNDER
A SECRECY AGREEMENT TO KOPPERS.

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 XXXX 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.

HERBERT ZEH KOPPERS CO INC

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FALCONBRIJ TOR

KOPPERS PGH

INCOMING
MESSAGE