

REFERENCE MEMORANDUM

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FROM EA Seth. EXT. No. _____

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SECRECY AGREEMENT

THIS AGREEMENT made and entered into this day of
 , 1979,

B E T W E E N:

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")

OF THE FIRST PART

- and -

GIANT YELLOWKNIFE MINES LIMITED

a company incorporated under the laws
of the Province of Ontario, having a
place of business at Yellowknife,
N.W.T., X0E 1H0, Canada,
(hereinafter referred to as "Giant")

OF THE SECOND PART

WITNESSETH:

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

WHEREAS Giant is desirous of evaluating the possibility
of using Koppers' process for purifying arsenic oxides, which
process Koppers considers to be proprietary;

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 shall 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 five (5) 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

KOPPERS COMPANY, INC.

GIANT YELLOWKNIFE MINES LIMITED
