

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");

OF THE FIRST PART

- and -

GIANT YELLOWKNIFE MINES LIMITED,  
a corporation of Canada, having a place  
of business at Commerce Court, Toronto,  
Canada M5L 1B4,

(hereinafter referred to as "Giant").

OF THE SECOND PART

WHEREAS Giant produces, by way of residue, a slurry  
containing, among other elements, arsenic oxides (the "oxides")  
from the mining operations of its plant at Yukon-61/r:

AND WHEREAS Koppers represents that it possesses  
certain technical information and know-how with respect to  
the purification of the oxides that would enable it to purify  
or improve the quality of the said oxides to a degree that  
would result in a product (the "product") suitable for but  
which would be limited solely to its own use or consumption;

AND WHEREAS Giant also possesses certain technical  
information, know-how and equipment configuration (hereinafter

referred to as the "Purification Circuit") which is likely to improve the purity or quality of the oxides or the product derived therefrom such that <sup>it is possible to</sup> purified into a more generally marketable or commercial grade of product (the "marketable product") is produced; 7

AND WHEREAS Koppers and Giant are desirous of disclosing to each other their respective information and know-how with respect to the purification of oxides with the view to improving both the methods of producing and the purity of the oxides produced.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of the lawful money of Canada now paid by each party hereto to the other (the receipt whereof is hereby by each acknowledged) and the premises and covenants and agreements of the parties hereto as hereinafter set forth, the parties do covenant and agree as follows:

1. Koppers shall, forthwith after the execution and delivery of this Agreement to Giant, disclose to Giant all of Koppers' information and know-how relating to the purification of arsenic oxides to produce a product suitable for its own particular needs but not otherwise of a quality which would be of a generally acceptable commercial grade (i.e. +98%  $\text{As}_2\text{O}_3$ );

2. Giant shall, forthwith after the execution and delivery of this Agreement to Koppers, disclose to Koppers all of Giant's information and know-how relating to its Purification Circuit.

3. Each of the parties hereto respectively acknowledges the confidentiality of the other's confidential information referred to in paragraphs 1 and 2 hereof and agrees to keep such information secret and confidential and not to use (except for the purposes as hereinafter provided) or otherwise disclose such information to any firm, person or corporation without the prior written consent of the other. Confidential information as used herein shall mean all samples, information, know-how, drawings, models, reports and the like, technical as well as economic, relating to the purification of oxides and/or the Purification Circuit that are expressly identified as confidential by Koppers or Giant as the case may be.

6 7 4. For the purposes of this Agreement each of the parties hereto grants to the other party the right to use free of charge but at its sole risk the confidential information which such other party has or from time to time discloses to it for the purpose of attempting to improve the methods, purity and/or quality of arsenic oxides. Each party hereto shall promptly disclose to the other any improvements it may make to such methods or to the purity or quality of the product.

5. The respective obligations of each party hereto to the other to keep secret and not to disclose the confidential information which the other party may have disclosed to it shall not apply to any information, with respect to the purification of arsenic oxide or the Purification Circuit, which:

- (i) is known to such party at the time of disclosure thereof to it by the other party; or
- (ii) is or becomes publicly available without the fault of such party; or
- (iii) is disclosed to such party by a third party having the right to disclose such information.

6. Each of the parties hereto agrees that any material samples obtained from the other, or documents of any type which contain written or graphic descriptions of confidential information received from the other, shall be and remain the property of such other party and shall be returned upon such party's request.

7. Each of the parties hereto agrees to use all reasonable precautions to inform and enforce the secrecy obligations set forth herein upon its respective employees, both during employment and for a reasonable time after termination of employment.

*no contractors*

*no contractors, in other places*

8. The obligations hereunder with respect to the treatment of confidential information shall be for a period of five (5) years from the date of this Agreement.

9. Except for the purpose herein before mentioned nothing in this Agreement shall be construed to grant any rights of license under the confidential information or related industrial property rights or patents by one party hereto to the other.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

KOPPERS COMPANY, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

GIANT YELLOWKNIFE MINES LIMITED

By: \_\_\_\_\_

By: \_\_\_\_\_