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85/10/25

SECRECY AGREEMENT

It is understood that ALUMINUM COMPANY OF AMERICA, a corporation having an office at 1501 Alcoa Building, Pittsburgh, Pennsylvania 15219 (hereinafter called "Alcoa") is interested in entering discussions with MANVILLE SERVICE CORPORATION, a corporation having an office at Denver, Colorado 80217 (hereinafter called "Manville"), for the purpose of having Manville develop refractory products to be used by Alcoa for casting aluminum and aluminum alloys.

It is contemplated that during the course of such discussions, it may be necessary for both Alcoa and Manville to reveal to the other's employees confidential and proprietary technical information relating to compositions and shapes of refractory materials for casting aluminum and aluminum alloys (hereinafter called "Confidential Information"). Confidential Information disclosed orally or by observation shall be confirmed or fully identified in writing.

Alcoa and Manville hereby agree that all Confidential Information revealed hereunder by either Alcoa or Manville to the other shall be

(1) received and maintained in confidence by the receiving party and shall not be disclosed, directly or indirectly, to any third party without the express written consent of the disclosing party;

PLAINTIFF'S
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(2) disclosed by the receiving party only to its employees having a need to know such Confidential Information to carry out the purposes of this Secrecy Agreement.

Alcoa requests, and Manville hereby agrees, that all Confidential Information revealed hereunder by Alcoa to Manville shall be used by Manville only for the purpose of working with Alcoa to develop and manufacture such refractory products and submit price quotations thereon.

Further, the receiving party will ensure that all Confidential Information provided to that receiving party will not be reproduced in any manner except as necessary for the receiving party's technical evaluation. At any time, the disclosing party may request all Confidential Information in documentary form be returned, and the receiving party agrees that it will do so in the manner requested by the disclosing party.

The above obligations of the parties shall not apply to any information which:

(1) now or hereafter becomes available to the public without any breach of this Secrecy Agreement by the receiving party; or

(2) was already in the possession of the receiving party at the time of disclosure as demonstrated by competent evidence; or

(3) after disclosure becomes available to the receiving party from a third party who did not acquire it directly or indirectly from the disclosing party under an obligation of confidence.

The above obligations shall expire on December 31, 1988.

This Secrecy Agreement shall expire on December 31, 1986 but may be terminated prior to expiration by either party's giving thirty (30) days' prior written notice to the other party, provided, however, the obligations to protect the Confidential Information shall survive termination.

ACCEPTED FOR:

HANVILLE SERVICE CORPORATION

By *[Signature]*
Office VICE PRESIDENT
Date: Sept. 20, 1985

ALUMINUM COMPANY OF AMERICA

By *[Signature]*
Vice President
Date: 85-10-07

