

June 11, 1976

Crawford & Russell, Inc.
Box 1432
Stanford, Connecticut 06904

RE: Secrecy Agreement

Dear Sirs:

This letter Agreement will set forth the basis on which Tenneco Chemicals, Inc. (hereinafter referred to as "TENNECO") is willing to disclose to Crawford & Russell, Inc. (hereinafter referred to as "RECIPIENT") confidential and proprietary technical information and know-how relating to its newly developed process for recovering vinyl chloride monomer from gas streams via the use of activated carbon, (hereinafter referred to as "The Process").

TENNECO is willing to disclose, directly or through its designated representative, information relating to The Process to permit RECIPIENT to evaluate such information to determine the feasibility of acquiring the necessary equipment to practice The Process and to obtain a license from TENNECO to use the know-how. In order to further assist RECIPIENT in its evaluation of the technical information, TENNECO is also agreeable to permitting employees and representatives of RECIPIENT to visit TENNECO's laboratories and commercial facilities in Pasadena, Texas, to observe The Process as practiced by TENNECO.

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In view of confidential and proprietary nature of this technical information and know-how TENNECO can make such disclosure and permit visitation rights to RECIPIENT only under the following terms and conditions:

1. RECIPIENT agrees to maintain in confidence all unpublished information received from TENNECO under this Agreement, as well as results and conclusions of the RECIPIENT's evaluation of its capabilities to practice The Process for a period of fifteen (15) years. This obligation of secrecy and confidence, however, shall not apply to any information that:

- (a) can be established by competent documentary evidence as having been known to RECIPIENT prior to its disclosure by TENNECO;
- (b) becomes known or generally available to the public after the date of this Agreement through no fault or omission on the part of RECIPIENT;
- (c) was generally available to the public before the date of this Agreement; or
- (d) is obtained or acquired by RECIPIENT in good faith from a third party who has acted in good faith and who is not under a legal obligation to either party hereto to withhold such disclosure.

2. RECIPIENT agrees that for the term of this Agreement it will use all reasonable efforts to maintain in confidence all such technical information disclosed to it in documentary form, or acquired in connection with any inspection of the equipment and facilities of TENNECO. RECIPIENT also undertakes to require the same secrecy from its personnel, its employees or representatives. The foregoing notwithstanding, RECIPIENT may convey the confidential information to its consultants *(or others who have entered into similar Secrecy Agreements with TENNECO)* other than employees or representatives as may be required in connection with its evaluation of the technical information, provided that these consultants acknowledge that they are familiar with the terms of this Secrecy Agreement, and agree to be bound by them.

3. Any disclosure of TENNECO's laboratory or plant facilities shall be solely for the purposes of enabling RECIPIENT to evaluate the desirability of licensing TENNECO's rights to The Process, and all information disclosed and derived from such observation and inspection shall be maintained in confidence in accordance with the terms and conditions of paragraphs 1 and 2 above.

Nothing in this Agreement shall be construed as granting RECIPIENT a license to use the information disclosed, except for the limited purpose as stated, or with respect to any invention or discovery covered by any patent heretofore or hereafter issued to TENNECO, and nothing

herein contained shall be construed as preventing either party from using for its own benefit, or for the benefit of others, its own information; or of disclosing its own information to others, or negotiating with others with respect to its own information.

This Agreement is executed and delivered with the understanding that it embodies the entire Agreement between the parties and that it supersedes and replaces any and all prior understandings, and agreements, whether written or oral, between the parties relating to the subject matter and that it may be amended or modified only by a writing signed by both parties hereto.

In the event that RECIPIENT decides not to acquire a license to practice The Process, or any part thereof, then RECIPIENT shall return to TENNECO, or its designated representative all written information, data and know-how, including all copies thereof, by whomever made, relating to The Process. RECIPIENT's obligation of confidence with respect to the information received or derived from TENNECO shall continue for the full term of this Agreement.

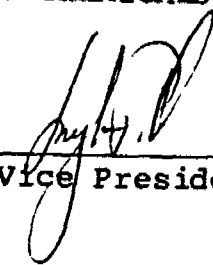
This Agreement will be construed in accordance with the laws of New Jersey.

If you are in agreement with the above, would you please so indicate by having an authorized officer sign the enclosed copy of this

letter in the space below, and return it to us. The date set out below shall be the Effective Date of this Agreement.

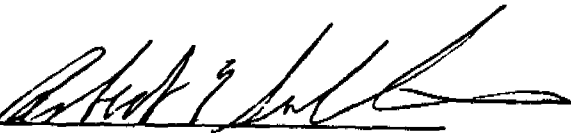
Very truly yours,

TENNECO CHEMICALS, INC.

By 
Vice President

AGREED TO AND ACCEPTED:

By



Robert E. Sullivan
Vice President Stamford Operations

DATE 18 June 1976

ENNECO CHEMICALS. INC.

EXHIBIT C
CONSTRUCTION CONTRACT
Secrecy Agreement

This Agreement made this 12 day of April 1974, by and between Crawford &
x Russell Incorporated a Connecticut corporation, having a place of business at
Stamford, Connecticut (hereinafter referred to as the "Contractor")

— and —

TENNECO CHEMICALS. INC.,
a Delaware corporation having a place of business at ~~280 Park Avenue, New York, New York 10017~~
Park 80 Plaza West-One, Saddle Brook, N.J. 07662
(hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Contractor desires to perform engineering and/or construction services with respect to the construction of a plant at the Owner's plant site located at Flemington, New Jersey

("the Plant"); and

WHEREAS, the Owner's plant site and the proposed Plant embody many proprietary processes and other confidential information of Owner, and it will be necessary for the Contractor to have access to certain Technical Information of Owner (as hereinafter defined) in order to perform its engineering and/or construction services;

NOW, THEREFORE, in consideration of the premises, the parties hereby agree as follows:

1. As used in this Agreement, "Technical Information" shall mean trade secrets, know-how, plans, drawings, data, disclosures (oral or graphic), inventions, discoveries, improvements and knowledge related to Owner's said proprietary processes and other confidential information.

2. The Contractor agrees that all Technical Information will be received as confidential disclosures and that Contractor will not, at any time, use or disclose any Technical Information received by it or to which it has access except in the performance of services for the Owner in the engineering and/or construction of the Owner's

proposed Plant. This undertaking by the Contractor shall not apply (a) to any portion of the Technical Information which, prior to its receipt by the Contractor, the Contractor can show was already known to the Contractor or which was in the public literature, nor (b) to any portion of the Technical Information which, thereafter, through no act or failure to act on the part of the Contractor, becomes in the public literature, or which is disclosed to the Contractor by a third party having a bona fide right to do so.

With respect to information which the Contractor may possess or receive from a third party, who did not receive the same directly or indirectly from Owner, it is understood and agreed that nothing contained in this Agreement shall be construed to prevent Contractor from using such information, even though such information is similar to or identical with information acquired by Contractor from Owner. In such case, however, Contractor agrees not to reveal to any third party (or itself utilize) any correlation, identity, similarity or relation between (a) Technical Information received directly or indirectly from Owner and (b) information which may be or become part of the public literature or which may be received by Contractor from a third party.

3. Contractor shall assign to Owner's Plant project only technical employees who have signed the Secrecy Agreement attached hereto as Exhibit AA. Contractor will instruct each such employee that the Technical Information is the property of Owner and is to be held in confidence by the employee pursuant to the provisions of Exhibit AA hereto. All written materials, drawings or documentary materials provided by Owner disclosing the Technical Information will be maintained by Contractor in a special confidential file in the custody of such employees and returned to the Owner upon completion of the Contract.

4. Contractor will be required to enter into confidentiality agreements with equipment vendors and material suppliers only for certain items and Owner will advise Contractor in writing of these items and of the confidentiality agreements which Contractor must obtain from said equipment vendors and material suppliers.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers the day and year first above written.

CRAWFORD & RUSSELL INCORPORATED

By

Louis Bond
EXEC. V.P.

TENNECO CHEMICALS, INC.

By

A.K.
VP

A G R E E M E N T

This agreement entered into this 1st day of October, 1971, by and between Crawford & Russell, a corporation of the State of Connecticut (hereinafter called "C&R") and Tenneco Chemicals, Inc., a corporation of the State of Delaware, on behalf of its Plastics Division (hereinafter called "Recipient"), covers the receipt of physical property data, process economics and samples of a polymeric composition designated by C&R as "EPDM-SAN", a thermoplastic copolymer formed from acrylonitrile and styrene monomers in combination with an elastomeric copolymer prepared from ethylene and propylene (hereinafter referred to as "EPDM-SAN").

Whereas Recipient wishes to receive the above-mentioned data and samples for the purpose of evaluating EPDM-SAN materials for possible license of C&R's process for producing EPDM-SAN, and

Whereas C&R is willing to give such data and samples under the terms of this agreement.

Now therefore, C&R and Recipient agree as follows:

1. C&R shall transmit to Recipient physical property data and process economics relating to EPDM-SAN for preliminary evaluation purposes.
2. If Recipient requests, C&R shall furnish to Recipient twenty (20) pounds of EPDM-SAN consisting of ten (10) pounds each of extrusion and injection grade samples for which Recipient shall reimburse C&R a total of \$400.

3. If Recipient subsequently requests, C&R shall then furnish to Recipient additional quantities of EPDM-SAN up to a total of fifty (50) pounds each of extrusion and injection grade samples for which Recipient shall reimburse C&R at the rate of \$20.00 per pound.
4. Within six (6) months of receipt of such physical property data or samples, Recipient shall furnish to C&R its evaluation report of the physical property data and physical property measurements by Recipient of the samples and Recipient's evaluation of same. It is agreed that Recipient shall not include any of its own confidential technical information in such evaluation report and that C&R may use such report for any purpose whatsoever except that C&R shall not reveal Recipient's name as being the originator of such report.
5. Recipient agrees to receive and maintain in confidence and not to use (except for evaluation purposes) or disclose to third parties without the prior written consent of C&R, any of the information transmitted to Recipient by C&R hereunder for a period of five (5) years from the date of execution of this agreement. Such obligation of confidentiality on the part of the Recipient shall not apply to any information that (a) was known to and in the possession of the Recipient in written form prior to the date of execution of this agreement; (b) is or becomes, during the term of this agreement, part of the public domain; (c) is received by the Recipient in good faith from a third party without breach of any legal obligation said third party may have to C&R.

6. If, after conclusion of the evaluation, Recipient requests, C&R shall enter into negotiations with Recipient for the license of C&R's process for producing EPDM-SAN.
7. At C&R's request Recipient shall return all written data and information to C&R and destroy all samples provided that a copy of the foregoing data and information may be retained in files under the jurisdiction of Recipient's Legal or Patent Department and apart from the regular course of business of Recipient's Plastic's Division.

TENNECO CHEMICALS, INC.


Senior Vice President

CRAWFORD & RUSSELL Incorporated


Executive Vice President