PLAINTIFF'S EXHIBIT

CEL-1403

PURCHASE CONTRACT ADVICE AND ABSTRACT
CELANESE CHEMICAL COMPANY, INC.

LS file - Contract

CONTRACT NO.

SUPPLIER
Arthur Brothers, Inc.

ORIGINAL CONTRACT DATE: 1/21/85
THIS NOTICE DATE:

COMMODITY/SERVICE
Confidentiality and Non-Use Agreement

FACILITY
Bishop

CONTRACT TERM
Ten(10) years

TERMINATION RIGHTS AND NOTICE REQUIREMENTS

	MAXIMUM	MINIMUM	FIXED	REQUIREMENTS
QUANTITY				☐ PARTIAL ☐ FULL

UNIT PRICE AND F.O.B.

TOTAL DOLLAR VALUE

PRICE CHANGE PROVISIONS

TERMS OF PAYMENT

SPECIAL FEATURES/REMARKS

Standard Agreement Form
P.O. 41-99,013-5

DISTRIBUTION — WITH DOCUMENT COPY
Original - Executive Records
S. A. Block - Dallas
A. Spencer - Bishop
S. P. Keathley - Bishop
P.O. 41-99,013-5
Conf./Non-Use file

ABI Contract File

DISTRIBUTION — WITHOUT DOCUMENT COPY

16768

ABSTRACTED BY: T.R. Shandley T.R. Shandley 1/29/85
DATE

CELANESE

to or be disclosed to you from a source other than Celanese or any of its subsidiary or affiliate companies. Celanese information disclosed to you under this agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in your possession. In addition, Celanese information shall not be deemed to be within the foregoing exceptions merely because portions thereof are in the public domain or in your possession, but only if the whole thereof is in the public domain or in your possession. You agree that the burden shall be on you to prove, if so requested by Celanese, that such information is not subject to this Confidentiality Agreement.

You further agree that you will instruct all of your officers, employees and agents regarding and that you will take all reasonable precautions and exert all reasonable efforts to assure their compliance with your obligations under this Agreement, obtaining from them, if requested by Celanese, agreements satisfactory to Celanese effecting the purposes of the foregoing.

It is expressly understood and agreed that you shall not disclose any Celanese information or any commercial/business information that we may furnish to you to any consultant you may employ until we have notified you in writing that such consultant has entered into an appropriate non-disclosure and restriction of use agreement with us in connection with such information.

Please indicate your agreement with the foregoing by subscribing one copy of this letter in the space provided and returning it to Celanese.

Very truly yours,

CELANESE CHEMICAL COMPANY, INC.

By: R C Seaugh

Title: Purchasing Agent

Date: January 18, 1985

Agreed:
Arthur Brothers Construction
A Division of Arthur Brothers, Inc.
Company Name

By: Richard Arthur

Title: President

Date: January 21, 1985

16770

11/83