

SECRET AGREEMENT

Agreement made this 7 day of DECEMBER, 1978 by and between TENNECO CHEMICALS, INC., a corporation of the State of Delaware, United States of America, Park 80 Plaza West-1, Saddle Brook, New Jersey 07662, (hereinafter called "TENNECO"); and

R. K. DASGUPTA . OF

ENGINEERS INDIA LIMITED

(hereinafter called VISITOR).

WHEREAS, TENNECO possesses information, data and experience relating to SHIN-ETSU's polymerization process of vinyl chloride which it represents to be new (hereinafter called "PROCESS"); and,

WHEREAS, such information, data and experience include secret and confidential matters constitute a valuable commercial asset to TENNECO; and,

WHEREAS, TENNECO is willing, subject to the terms and conditions hereinafter set forth, to permit the VISITOR to visit the Tenneco PVC plant at Pasadena, Texas, U.S.A.

NOW THEREFORE, The parties hereto agree as follows:

1. The terms CONFIDENTIAL INFORMATION as used herein means all the information, including data and experience, of SHIN-ETSU and TENNECO disclosed to the VISITOR heretofore in 1978 or to be disclosed to VISITOR by TENNECO CHEMICALS, INC. or SHIN-ETSU, and/or any and all observed technology obtained from such plant visit except information which is already in VISITOR's possession prior to the disclosure by TENNECO, or is received by VISITOR from a third party, without breach of any legal obligation by said third party to TENNECO or SHIN-ETSU.

2. Subject to the provisions of this agreement, VISITOR shall, except with the written consent of TENNECO:

A. Use CONFIDENTIAL INFORMATION only for the purpose of evaluation of PROCESS for and on behalf of *ENGINEERS INDIA LIMITED* (hereinafter referred to as "*E.I.L.*").

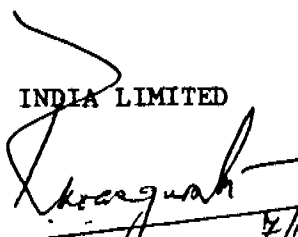
B. Take precaution, equivalent to that normally taken by *E.I.L.* in the regular course of business with respect to its own information considered confidential, to keep CONFIDENTIAL INFORMATION secret, and to prevent its disclosure to third parties, other than those persons employed by *E.I.L.* to directly and actually engaged in the evaluation of the PROCESS.

3. This agreement sets forth the entire agreement between the parties hereto and the obligation of secrecy provided herein shall remain in effect for a period of fifteen (15) years from the date hereof following which VISITOR shall have no further obligation or liability to TENNECO relative to the subject matter of this agreement.

4. This agreement shall not otherwise be canceled, modified or amended except by written agreement of the parties hereto.

ENGINEERS INDIA LIMITED

By


Project Manager

TENNECO CHEMICALS, INC.

By


Project Manager