

ACH CONSORTIUM

NON-DISCLOSURE AND NON-USE AGREEMENT

Dated November 29, 2004

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THIS REACH CONSORTIUM NON-DISCLOSURE AND NON-USE AGREEMENT dated as of November 29, 2004 (the "Non-Disclosure Agreement") is among the individual companies set forth on Attachment 1 to the REACH Cost Sharing Agreement (the "Agreement"), to which this Non-Disclosure Agreement is Attachment 4, the International Aluminum Institute (the "IAI"), and the European Aluminum Association (each a "Party" and, collectively, the "Parties").

WHEREAS, the Parties have entered into a REACH CONSORTIUM COST SHARING AGREEMENT of even date herewith (the "Consortium Agreement") creating the Consortium; and

WHEREAS, the Parties recognize that, in order to facilitate REACH Compliance, the Parties will exchange information amongst themselves and that a Non-Disclosure Agreement is needed to specify the rights and obligations attendant to such exchange;

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Definitions

Capitalized terms used herein not otherwise defined shall have the same meaning as in the Consortium Agreement.

Section 2. Confidentiality of Material

(a) In connection with REACH Compliance, the Consortium Members may disclose to the Secretariat, and the Secretariat, or the IAI, or the EAA may disclose to the Consortium Members and one another, certain data, research and test results, work product, and other information (the Consortium Members, the Secretariat, the Lead Registrant, or the IAI, or the EAA each a "Disclosing Party" or "Receiving Party," as the case may be). As a condition of disclosing such data, research and test results, work product, and information, the Parties hereby agree, as set forth below, to treat as confidential (i) such data, research and test results, work product, and any other information that a Disclosing Party or its directors, officers, employees, agents, or representatives, including financial advisors, consultants, and counsel (collectively, "Representatives") may disclose to the Receiving Party, whether disclosed before or after the date of this Non-Disclosure Agreement, together with analyses, compilations, studies, reports, or other documents or records prepared by a Party or its Representatives which contain or otherwise reflect or are generated from such information, and (ii) such analyses, compilations, studies, reports, or other documents or records prepared by a Party or its Representatives pursuant to the Consortium Agreement ((i) and (ii), the "Material").

(b) Any Material disclosed orally designated as confidential by the Disclosing Party at the time of disclosure shall be considered Material hereunder.

(c) Material shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its Representatives in breach of the terms of this Agreement, (ii) is or becomes available to a Consortium Member from a source other than from a Receiving Party or its Representatives, provided that such source is not, and was not, bound by a confidentiality agreement or other obligation of confidentiality with the Disclosing Party or any of its Representatives, (iii) is derived by the Receiving Party or its Representatives independently of, and without reference to, any Material or (iv) the Disclosing Party whose Material is in question agrees in writing that such Material was available on a non-confidential basis prior to disclosure.

(d) Documents disclosed by any Disclosing Party to any Receiving Party containing Material shall be prominently marked “Consortium Confidential Information” or “[name of Consortium Member] Confidential Information” by the Disclosing Party prior to its disclosure.

Section 3. Disclosure of Material

(a) The Parties hereby acknowledge and agree that the Material of each Party is a valuable asset to that Party and is of a confidential nature.

(b) The Parties hereby agree that they will treat confidentially and will not disclose, other than to one another or as contemplated by the Agreement, all or any portion of the Material, that they will use the Material solely for the purposes of REACH Compliance (including the provisions of REACH relating to data sharing and the avoidance of unnecessary testing) or similar regulatory requirements in the European Community or elsewhere, and in connection with the matters contemplated by the Consortium Agreement, and that they will not use the Material in any way directly or indirectly detrimental to any Party; provided further that if any Consortium Member wishes to provide any Material to the Consortium it will provide such Material directly to the Secretariat and not to any Consortium Member (including the Lead Registrant). Notwithstanding the foregoing, the Parties may disclose the Material or portions thereof to their Representatives who need to know such information for the purposes of REACH Compliance and in connection with the matters contemplated by the Consortium Agreement, it being understood that Section 6 hereof applies.

(c) A Disclosing Party shall not be liable to any Party for a disclosure of Material by the Agency or by a Member State Authority (or similar regulatory agency) if such Material was disclosed to the Agency or Member State Authority (or similar regulatory agency) in connection with REACH Compliance (or similar regulatory requirements).

(d) If any Party or any of its Representatives is requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any Material, such Party will to the extent permitted by applicable law notify the other Parties promptly so that the Party whose Material is in question may seek any appropriate protective order and/or take any other action. In the event that such protective order is not obtained, or that the Party whose Material is in question waives compliance with the provisions hereof, (a) such Party or such Representative may disclose to any tribunal or other

person only that portion of the Material that he/she/it is advised by legal counsel in writing is legally required to be disclosed and shall use his/her/its best efforts to obtain assurance that confidential treatment will be accorded to the Material, and (b) such Party shall not be liable for such disclosure unless such disclosure to such tribunal or other person was caused by, or resulted from, a previous disclosure by such Party or any of its Representatives in breach of this Non-Disclosure Agreement. The term “person” as used in this Non-Disclosure Agreement shall be broadly interpreted to include, without limitation, any Party, corporation, company, organization, partnership, joint venture, trust, or individual.

Section 4. Return of Material

Upon the request in writing and following a vote in favor by at least two-thirds of the Consortium Committee, a Party or its Representatives will promptly deliver to the Secretariat all documents constituting Material disclosed to it by any Disclosing Party, without retaining any copy thereof. Alternatively, upon the request in writing and following a vote in favor by at least two thirds of the Consortium Committee, a Party shall promptly destroy all other documents constituting Material disclosed to it by any Disclosing Party and deliver to the Secretariat a certificate signed by such Party or its Representative that supervised such destruction. Notwithstanding the foregoing, the Party shall be entitled to maintain copies of drafts of the Joint Registration and a Disclosing Party shall not be required to destroy Material that originated with that Disclosing Party.

Section 5. Ownership of Material

Nothing in this Non-Disclosure Agreement shall convey ownership rights in Material.

Section 6. Duty Regarding Representatives

The Parties agree to inform their Representatives who receive Material of the confidential nature of the Material, to deliver to these Representatives a copy of this Non-Disclosure Agreement, and to direct these Representatives to treat all Material confidentially and not to use it other than for the purposes of REACH Compliance and in connection with the matters contemplated by the Consortium Agreement. In any event, each Party shall be responsible for any breach of this Non-Disclosure Agreement by any of its Representatives.

Section 7. Term

The provisions of this Non-Disclosure Agreement shall remain in effect with respect to the Material for a period of ten (10) years after the termination of the Consortium, notwithstanding the expulsion or withdraw of any Consortium Member under the Consortium Agreement.

Section 8. Remedy

It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Non-Disclosure Agreement by Parties hereto or their Representatives and that the Party, against whom the breach was committed, shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for the breach of this Non-Disclosure Agreement by any Party or its Representatives, but shall be in addition to all other remedies available at law or in equity.

Section 9. No Waiver

It is further understood that no failure or delay by any Party in exercising any right, power, or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof.

Section 10. Governing Laws and Disputes

This Non-Disclosure Agreement is governed by, and all disputes arising under or in connection with this Non-Disclosure Agreement shall be resolved in accordance with, the laws of Belgium.

Section 11. Relation Among Agreements

If there should be any ambiguity or conflict between the Non-Disclosure Agreement and the Consortium Agreement, the Consortium Agreement shall prevail.

Section 12. Counterparts

This Non-Disclosure Agreement may be executed in one counterpart that it is held by the Secretariat, the custodian of this Agreement.

Section 13. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or sent by recognized international air courier service, by facsimile, or by electronic mail to each Consortium Member's Committee Representative at its address specified in Attachment 1 to the Consortium Agreement.

Section 14. Severability

If any term or provision of this Non-Disclosure Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any remaining terms and provisions hereof or the application of such term(s) or provision(s) to circumstances other than those as to which it is held invalid or unenforceable. To the extent

permitted by applicable law, the Parties hereby waive any provision of law which renders any term or provision hereof invalid or unenforceable in any respect.

IN WITNESS WHEREOF, the undersigned hereby execute this Non-Disclosure Agreement as of the date first above mentioned by the signatures of their respective duly authorized officers or agents.

