

CONFIDENTIALITY AND NONUSE AGREEMENT

CESL Limited (CESL) possesses valuable technical and commercial information relating to hydrometallurgical processes and apparatus for producing any one or more of zinc, nickel, cobalt, copper and precious metals, including platinum group metals, with or without co-products that may contain molybdenum, gold, silver, sulphur and other byproducts from copper containing ores or concentrates and other feed material and for intermediate saleable products arising therefrom, including, but not limited to, information relating to the nature and scope of the CESL research projects and their related trade secrets, knowhow, scientific, technical, commercial and other information, (such valuable technical and commercial information hereinafter called the "CESL Proprietary Information").

In consideration of the disclosures of the CESL Proprietary Information made and to be made by CESL to me, I agree:

- (a) to maintain the CESL Proprietary Information disclosed to me in confidence;
- (b) not to reproduce, test, use, deal with, disclose or exploit the CESL Proprietary Information for my own benefit or for the benefit of others without CESL's express prior written consent; and
- (c) not to disclose any of the CESL Proprietary Information to any other person without CESL's express prior written consent;

provided that the provisions of this Agreement do not apply to any information included in the CESL Proprietary Information:

- (i) which information was known to or used by me prior to the date of disclosure of such information, as evidenced by my written records, and which information was or is not received directly or indirectly from Teck Resources Limited, Teck Metals Ltd., CESL or their respective successors, predecessors or assigns; or
- (ii) which information can be demonstrated by me to be generally known to the public other than by a breach of this Agreement.

Date: _____, 2010

Signature

Witness

Name

Address