



## PRODUCT SAMPLE EVALUATION AGREEMENT

This Product Sample Evaluation Agreement (the "Agreement") is effective **August 30, 2019** (the "Effective Date").

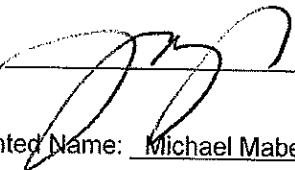
**ATi-Composites Canada Inc.**, having a place of business at Sherwood Park, Alberta, Canada ("ATi"), has interests in ATi mineral foam composite (the "Product"). In order to preserve its interests in the Product, ATi will release samples of the Product (the "Samples") to **Georgia-Pacific Gypsum LLC**, a Delaware limited liability company having a place of business at 133 Peachtree Street, N.E., Atlanta, Georgia 30303 ("GP"), only upon the following conditions.

GP agrees that:

- (1) This Agreement is not an invitation to GP to submit an offer to buy the Product.
- (2) GP will use the Samples, as well as any technical information related to the Product or the Samples provided by ATi (collectively, the "Technical Information"), only for evaluation of the Samples as a component in GP's gypsum panels Fire Door Cores, and other potential products and applications (the "Purpose").
- (3) GP will not introduce the Samples, or any article incorporating or made with the Samples, into commercial channels of trade, by sale or otherwise, without prior written permission from ATi.
- (3) GP will not give or disclose, without prior written permission from ATi, Technical Information to any person or entity other than those GP employees who need Technical Information for the Purpose; provided, GP's obligations under this paragraph and Paragraph 6(ii) below shall not apply to any Technical Information that (i) is in or hereafter legally enters the public domain or (ii) is currently known to GP from sources other than ATi who have the right to disclose. Further, nothing in this Agreement shall prohibit or restrict GP's development efforts that are independent of and without use of or resort to any Technical Information that does not meet any of the exceptions in the preceding sentence.
- (4) Except in connection with performing the Purpose, nothing contained herein shall be interpreted to grant to GP any license or other right, expressed or implied, under or to any patent, trade secret or know-how now or hereafter held by ATi.
- (5) The term of this Agreement shall be for a period of one (1) year from the Effective Date (the "Term"). GP's obligations as set forth herein shall be in effect at all times during the Term and shall continue (i) with regard to each item of Technical Information that constitutes a trade secret under applicable law, for such time as such item shall continue to constitute a trade secret under applicable law, and (ii) with regard to each item of Technical Information other than trade secrets, for a period of two (2) years from the end of the Term.
- (6) When GP's use of the Samples for the Purpose is completed, GP will destroy or return the Samples to ATi.
- (7) GP agrees to share the results of the evaluation with ATi in order to ensure that the results are evaluated by both parties and potential improvements can be made.
- (8) This Agreement shall be interpreted pursuant to the laws of the State of Delaware, U.S.A.
- (9) Term: This Agreement will remain in effect for a period of not less than 2 years and shall be automatically renewed for a further two years after the initial term unless either party gives notice in writing.

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

**ATI-COMPOSITES CANADA INC.**

By:  \_\_\_\_\_

Printed Name: Michael Mabey

Title: President & General Manager

**GEORGIA-PACIFIC GYPSUM LLC**

By:  \_\_\_\_\_

Printed Name: Michelle Ivy

Title: VP of Technology and Innovation