

## ADDENDUM TO CONFIDENTIALITY AND STANDSTILL AGREEMENT

This Addendum to the Confidentiality and Standstill Agreement is made as of January \_\_\_\_\_, 2012 (the “**Effective Date**”) by:

**TIMMINCO LIMITED**, a corporation incorporated pursuant to the laws of Canada and Becancour Silicon Inc., a corporation incorporated pursuant to the laws of Quebec (together, the “**Corporation**”);

- and -

\_\_\_\_\_, a corporation existing under the laws of \_\_\_\_\_ and its affiliates (collectively, the “**Reviewer**”).

**WHEREAS** the Parties have entered into a confidentiality and standstill agreement or letter agreement, as applicable, (the “**Original Agreement**”) dated January \_\_\_\_\_, 2012. Capitalized terms used herein and not otherwise defined have the meaning given to them in such applicable Original Agreement;

**AND WHEREAS** the Original Agreement sets forth the terms and conditions under which the Corporation will provide confidential information (as referred to in the Original Agreement as “Confidential Information” and “Work Papers” or “Evaluation Materials”, as the case may be, collectively, the “**Information**”) to the Reviewer and its Representatives in connection with the evaluation of the Transaction;

**AND WHEREAS** the Parties recognize that certain of the Information is potentially competitively sensitive and acknowledge that certain precautions and protocols regarding the Information must be monitored and respected in light of the potentially competitive nature of the Reviewer’s relationship with the Corporation and/or the Corporation’s clients;

**AND WHEREAS** the Parties wish to engage in detailed discussions and to make appropriate legal arrangements for the evaluation of certain potentially competitively sensitive information in a manner consistent with both maintaining the confidentiality of such information and ensuring compliance with the provisions of the *Competition Act (Canada)*;

**AND WHEREAS** the Parties desire to supplement the terms of the Original Agreement by the terms of this addendum (the “**Addendum**”);

**NOW THEREFORE**, in consideration of each other’s reliance, the Parties agree as follows:

1. As used in this Addendum, “**Advisor**” shall mean, in respect of the Reviewer, the accountants, counsel, lenders, consultants and financial advisors acting for and on behalf of the Reviewer.
2. The Parties agree that certain of the Information to be provided to the Reviewer by the Corporation is potentially competitively sensitive (“**Sensitive Confidential Information**”), and that if the Transaction does not proceed, the exchange of such

information might provide one of the Parties with a competitive advantage over the other, or allow the Parties to alter their competitive behaviour in the absence of the terms of this Addendum.

3. The Parties agree to the following precautions regarding the Sensitive Confidential Information:
  - a. the Corporation shall identify in writing which Information is Sensitive Confidential Information, either when providing same or as soon as possible thereafter;
  - b. the Information identified as Sensitive Confidential Information in accordance with paragraph 3a hereof shall only be disclosed to and reviewed by the Reviewer's Advisors and shall not be disclosed to the Reviewer without the prior written consent of the Corporation;
  - c. the Reviewer shall and hereby does undertake and agree that Sensitive Confidential Information shall solely be provided only to those Reviewer's Advisors who have been approved in writing by the Corporation (consent not to be unreasonably withheld) and which Advisors have signed the undertaking attached hereto as Appendix "A", and such Sensitive Confidential Information will only be provided to the Reviewer's Advisors on a need to know basis for the purposes of evaluating the Transaction; and
  - d. the protocol attached hereto as Appendix "B" shall be strictly followed.
4. The Parties agree that any breach of this Addendum or the Original Agreement may give rise to irreparable injury to the Corporation that may be inadequately compensable in damages. The Corporation may, in addition to any other remedy available at law or in equity, seek to enforce the performance of this Addendum by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security) and notwithstanding that damages may be readily quantifiable, the Reviewer agrees not to plead sufficiency of damages as a defense in any such proceedings.
5. The rights and remedies provided in this Addendum are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity. All such rights and remedies may be exercised from time to time, and as often and in such order as the applicable Party deems expedient.
6. All other terms and conditions of the Original Agreement not amended or supplemented by the terms of this Addendum shall remain in full force and effect unamended.
7. This Addendum shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8. This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

*[Remainder of page left blank. Signature page follows.]*

IN WITNESS WHEREOF the Parties have executed this Addendum.

**TIMMINCO LIMITED**

By: \_\_\_\_\_  
Authorized Signing Officer

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By: \_\_\_\_\_  
Authorized Signing Officer

**APPENDIX "A"**

**CONFIDENTIALITY UNDERTAKING**

I, \_\_\_\_\_ of the City of \_\_\_\_\_, perform the function of \_\_\_\_\_ for \_\_\_\_\_. I acknowledge that I have read and understand the Confidentiality and Standstill Agreement or the letter agreement, as applicable, dated as of January \_\_\_, 2012, and the Addendum thereto (collectively, the "**Agreement**"), and that I am subject to, and am required to, comply with its provisions. I understand that failure to comply with the Agreement may result in severe loss or damage to Timminco Limited and Becancour Silicon Inc., as the case may be.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## APPENDIX "B"

### PROTOCOL FOR TREATMENT OF SENSITIVE CONFIDENTIAL INFORMATION

1. Information discussed, provided or shared between the Parties or their Representatives pursuant to this Addendum and Protocol shall not be used for the purpose of, and it is acknowledged that no agreement or arrangement shall be reached:
  - (a) to fix, maintain, increase or control the price for the supply of any product;
  - (b) to allocate sales, territories, customers or markets for the production or supply of any product; or
  - (c) to fix, maintain, control, prevent, lessen or eliminate the production or supply of any product.
2. Should the Transaction proceed, it is acknowledged that it shall be subject to compliance with all applicable laws, including the *Competition Act*.
3. Sensitive Confidential Information:
  - (a) shall not be received or reviewed by the Reviewer or its Advisors other than in accordance with paragraph 3 of the Addendum;
  - (b) shall not be used for any purpose other than evaluating the Transaction; and
  - (c) shall be returned or destroyed upon request of the Corporation in accordance with the Original Agreement;