

AN ARBITRATION UNDER CHAPTER ELEVEN OF THE
NORTH AMERICAN FREE TRADE AGREEMENT

BETWEEN:

CHEMTURA CORPORATION
(formerly Crompton Corporation)

Claimant

and

GOVERNMENT OF CANADA
Respondent.

CONFIDENTIALITY ORDER

21 January 2008

ARBITRAL TRIBUNAL:

Professor Gabrielle Kaufmann-Kohler (Chairperson)
The Honourable Charles N. Brower
Professor James Crawford

Part I - Protection and Disclosure of Confidential Information

1. For the purposes of this Order:

- (a) "disputing party" means, in the case of the Claimant, Crompton Corporation, Chemtura Corporation, and their heirs, successors and assigns ("Chemtura"), and in the case of the Respondent, the Government of Canada;
- (b) "confidential information" means any information designated by a disputing party as confidential as provided in paragraph 2 below. A disputing party may designate as confidential, and protect from disclosure, any information that otherwise could be released under the terms of this Order, on any of the following grounds:
 - (i) business confidentiality relating to the Claimant;
 - (ii) business confidentiality relating to a third party; and
 - (iii) information that can be protected from disclosure by legislation including Canada's *Access to Information Act* (R.S., 1985, c.A-1) and *Pest Control Products Act* (2002, c.28).
- (c) the designation of "business confidentiality" includes information that:
 - (i) describes trade secrets;
 - (ii) describes financial, commercial, scientific or technical information that is confidential business information and is treated consistently in a confidential manner by the party to which it relates, including pricing and costing information, marketing and strategic planning documents, market share data, or detailed accounting or financial records not otherwise disclosed in the public domain;
 - (iii) the disclosure of which could result in material financial loss to, or could reasonably be expected to prejudice the competitive position of, the disputing party to which it relates; or
 - (iv) the disclosure of which could interfere with contractual or other negotiations of the disputing party to which it relates.

2. A disputing party may designate information as confidential, by clearly identifying on each page of the document containing such information the notation "Confidential", and shall take equivalent measures with respect to information contained in other material produced in electronic and other media.

3. Except as otherwise provided in this Order, when a disputing party files material containing confidential information with the Tribunal, it shall provide a redacted copy of that material to the Tribunal and the other disputing party within twenty (20) days of production of the unredacted version of the material.

4. Confidential information shall not be disclosed except in accordance with the terms of this Order or with the prior written consent of the disputing party that claimed confidentiality with respect to the information and, in the case of materials from third parties, the owner of such confidential information.
5. Except as otherwise provided in this Order, information and materials containing confidential information may be used only in these proceedings and may be disclosed only for such purposes to and among:
 - (a) legal counsel to a disputing party whose involvement in the preparation or conduct of this proceeding is reasonably considered by the disputing party to be necessary;
 - (b) officials or employees of the disputing parties, including any officials elected or appointed to public office, to whom disclosure is reasonably considered by a disputing party to be necessary for the preparation or conduct of this proceeding;
 - (c) independent experts or consultants retained or consulted by the disputing parties in connection with this proceeding; or
 - (d) witnesses who in good faith are reasonably expected by a disputing party to offer evidence in this proceeding and only to the extent that the information is relevant to their expected testimony.
6. It shall be the responsibility of the disputing party wishing to disclose material containing confidential information to any person pursuant to paragraphs 5 to ensure that such person executes a Confidentiality Undertaking in the form attached as Annex "A" before gaining access to any such material. Each disputing party shall maintain copies of such Confidentiality Undertakings and shall make such copies available to the other disputing party upon order of the Tribunal or upon the termination of this arbitration. Where material containing confidential information is to be disclosed to a firm, organization, company or group, all employees and consultants of the firm, organization, company or group with access to the material must execute and agree to be bound by the terms of the attached Confidentiality Undertaking.
7. A disputing party may submit to the Tribunal its objections relating to the designation of information as confidential. The Tribunal will rule on such objections on the basis of submissions by the disputing parties and in accordance with the terms of this Order.
8. The Respondent's representation in this arbitration shall make its best efforts in order to be promptly advised of any request filed under Canada's Access to Information Act in connection with information covered by this order. Upon being advised, it shall give prompt notice of the request to the Claimant.
9. No disputing party shall file any material containing confidential information in any Court without first bringing this Order to the attention of the Court and seeking directions concerning the filing of such material in a manner that protects the confidential information.

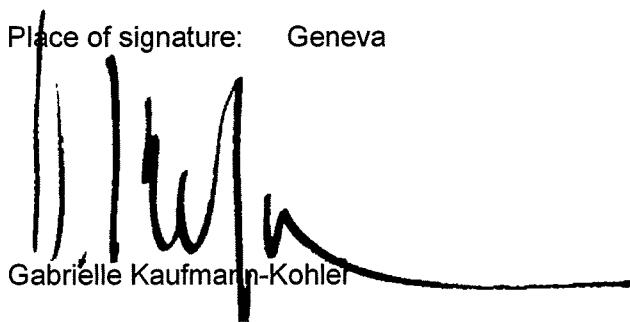
Part II - Conduct of Proceedings and Public Disclosure of Documents

10. The hearings in this arbitration shall be held *in camera* in accordance with the Claimant's election under Article 25(4) of the UNCITRAL Arbitration Rules, and may only be attended by persons referred to in paragraph 5.
11. Subject to the provisions of paragraph 13, either disputing party may disclose to the public the following materials, provided that the disputing party provides the other disputing party with twenty (20) days notice of its intent to disclose such material publicly:

all pleadings and submissions, together with their appendices and attached exhibits, correspondence to or from the Tribunal, transcripts and any awards, including procedural orders, rulings, preliminary and final awards.
12. A disputing party has twenty (20) days from the date of notice by the other disputing party of its intent to publicly disclose material referred to in paragraph 12, to object to disclosure on the basis that it contains confidential information. Such material may not be publicly disclosed unless both disputing parties have confirmed that they do not object to such release or have agreed on the redaction of the material containing confidential information.
13. Except as permitted by this Order, neither disputing party shall publicly disclose material designated as confidential by the other disputing party.
14. The obligations created by this Order shall survive the termination of these proceedings. Disputes arising after the termination of these proceedings shall be subject to the laws of the province of Ontario, Canada.

Date: 21 January 2008

Place of signature: Geneva



Gabrielle Kaufmann-Kohler

ANNEX "A"

CONFIDENTIALITY UNDERTAKING

1. IN CONSIDERATION of being provided with information which has been designated confidential ("Confidential Information") in connection with the arbitration between Chemtura and the Government of Canada, I hereby agree to maintain the confidentiality of such material. It shall not be copied or disclosed to any other person nor shall the information so obtained be used by me for any purposes other than in connection with this proceeding.
2. I acknowledge that I am aware of the Confidentiality Order in these proceedings, a copy of which is attached to this Undertaking and I agree to be bound by its terms, which are deemed to be incorporated into this Undertaking.
3. I will promptly return any materials containing Confidential Information received by me from the disputing party that provided me with such materials at the conclusion of my involvement in these proceedings.
4. I acknowledge and agree that irreparable harm may be caused to either disputing party to this arbitration if any of the provisions of this Confidentiality Undertaking are not performed by me in accordance with its specific terms or are otherwise breached. I acknowledge and agree that either disputing party to this arbitration may seek injunctive relief restraining breaches of this Confidentiality Undertaking and to specifically enforce the provisions hereof in addition to any other remedy to which any disputing party to this arbitration may be entitled at law or in equity.
5. I agree to submit to the jurisdiction of the courts of the Province of Ontario, (in the case of residents of Canada) or the State of _____ (in the case of residents of the United States of America) to resolve any disputes arising under this Agreement.

SIGNED, SEALED AND DELIVERED before a witness this day of 2008.

(Print Name)

(Print Witness Name)

(Signature)

(Witness Signature)