CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (“Agreement”) is made as of this _____ day of July, 2004 between _______________ (“Company”), and the United Steelworkers, AFL-CIO-CLC, through its representative signatory to this Agreement (“Union”).

WITNESSETH

WHEREAS, the Company has agreed to provide certain confidential financial information to the Union so as to make possible an objective analysis of the Company’s financial condition for the purposes of making an informed judgment in collective bargaining; and

WHEREAS, the Union has agreed to keep the financial information provided to it confidential; and

WHEREAS, the Union has agreed to abide by the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and undertakings contained herein, and intending to be legally bound hereby, Company and Union agree as follows:

1. Limits on Disclosure of Confidential Information by Union. For purposes of this Agreement, “Confidential Information” shall mean all non-public information, including without limitation all documents containing such information, provided to the Union pursuant to this Agreement. Confidential Information shall be designated as such by the Company before it is released. In order to enjoy the protections of this Agreement, documents containing Confidential Information shall be stamped or marked “Confidential.” The Union shall not discuss or disclose any Confidential Information with or to anyone, except as follows:

   (a) The Union shall strictly limit disclosure of Confidential Information to employees and agents of the United Steelworkers AFL-CIO-CLC, necessary for analyzing the Company’s financial position and to Staff [and local union officers] directly involved in negotiating a new collective bargaining agreement.

   (b) The Union may more broadly disclose Confidential Information upon receiving express written consent from the Company, if it is required to be produced in legal proceedings, or if came into the possession of the Union on a non-confidential basis prior to the Company’s disclosure.
(c) The Company recognizes that the Union, in its capacity as bargaining agent for its members, the Company’s employees, must of necessity relate the results of its analyses with its members, and that such communications shall not constitute a violation of this Agreement.

The Union hereby agrees that any violation of this paragraph shall give rise to an action for enforcement.

2. **Limited Purpose of Disclosure of Confidential Information.** The Company and the Union acknowledge and agree that disclosure of Confidential Information hereunder shall be for the sole purpose of collective bargaining.

3. **Governing Law.** The Company and Union hereby agree that any action to enforce any part of this Agreement against either of them shall be subject to arbitration, with the arbitration to be conducted consistent with the practice of the Company and the United Steelworkers of America, Local ____________.

4. **Authority.** Each party represents and warrants that such party has the full power and authority to execute and deliver this Agreement and to perform such party’s obligations hereunder.

5. **Continuing Obligations.** The provisions of this Agreement shall persist three years after the execution of this Agreement.

6. **Waivers.** Except as expressly provided herein, this Agreement shall not be deemed to constitute a waiver of any right, privilege, claim or defense of either party as against the other party.

7. **Return of Confidential Information.** Within 60 days of the conclusion of negotiations, the Union shall return to the Company all materials and documents provided by the Company containing Confidential Information. The Union, shall, however, be entitled to retain one copy, in the General Counsel’s office, for the purpose of defense against a claim of a breach of this Agreement. Documents created by the Union based on such information shall not be subject to disclosure to the Company, but shall be kept confidential according to the terms of the Agreement.

**IN WITNESS WHEREOF,** the undersigned parties, each intending to be legally bound, hereby execute this Agreement as of the day and date first written above.

**UNION REPRESENTATIVE**

By: _______________________  
Name: _______________________  
Title: _______________________  

**COMPANY REPRESENTATIVE**

By: _______________________  
Name: _______________________  
Title: _______________________