

CONFIDENTIALITY AGREEMENT


In the framework of the Best Practice Survey conducted by Badische Stahl-Engineering GmbH (BSE), _____ (Participant) has agreed to provide certain data to BSE by filling in a questionnaire.

In return, BSE will allow or has allowed the Participant access to certain confidential and/or proprietary information of BSE.

NOW, THEREFORE, both parties hereby agree as follows:

1. All data and documents delivered to the Participant by BSE shall be and remain the property of BSE. All such confidential information, whether in written or verbal form, shall be treated as valuable, confidential and proprietary information of BSE.
2. The Participant hereby agrees that he will use any confidential information only internally. The Participant further agrees that he will not directly or indirectly disclose or publish any confidential information, in whole or in part, to any third party, including to associates, agents, accountants, attorneys, customers or employees unless such disclosure is specifically authorized in writing by BSE, whether during or subsequent to the Participant's business relationship with BSE, irrespective of the time, manner or cause of the termination of such relationship.
3. BSE in return assures to treat any data supplied by the Participant as strictly confidential and to publish any such data in the framework of the above mentioned survey only anonymously without indication of the name of the respective company.

This Confidentiality Agreement comes into effect as of _____.



Badische Stahl-Engineering GmbH

Participant