

CONFIDENTIALITY AGREEMENT (AMUSA-109)
FOR ARCELORMITTAL COMPANIES IN THE USA (August 2018)
For Use When an ArcelorMittal Company in the USA Discloses Confidential Information

Effective Date of this Agreement: _____

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Full Legal Name of recipient ("Recipient")	AM/NS Calvert LLC Full Legal Name of ArcelorMittal Company ("Company")	
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State of Incorporation	Delaware State of Incorporation	
<hr/>	<hr/>	
	P.O. Box 456	
<hr/>	<hr/>	
Address of Recipient	1 AM/NS Way, Calvert, AL 36513 Address of Company	
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Recipient Officer Signature	Company Signature - Procurement	Company Signature – Operations
<hr/>	<hr/>	<hr/>
Title – Printed	Title – Printed	Title – Printed
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Officer Name - Printed	Name - Printed	Name - Printed

1. **DEFINITION OF CONFIDENTIAL INFORMATION.** "Confidential Information" means any and all information of a confidential, proprietary or secret nature that Company or its Affiliates or any of their employees, directors, officers, professional advisors or insurers may disclose, or allow to be disclosed, to Recipient, including without limitation: the existence of this Confidentiality Agreement (the "Agreement") and any contemplated business relationship with Recipient, all forms of trade secrets, customer and suppliers lists, business strategies, business forecasts, sales, merchandising and marketing plans, business methods, policies, discounts, offers, personnel information, research, experimental work, development, inventions, design details and specifications, engineering, financial information, procurement requirements, and all other aspects of Company's business or affairs. Confidential Information may be disclosed by Company in writing, orally, visually, or otherwise. "Affiliate" means any of the entities that control, are controlled by or are under common control of a party. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of a majority of the voting power of such entity (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise.). Notwithstanding the above definition, the parties acknowledge and agree that ArcelorMittal USA LLC is an Affiliate of Company.

2. **LIMITATIONS ON USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION.** Recipient may use the Confidential Information only for the purpose(s) of:

and shall not use, employ or exploit the Confidential Information for any other purpose whatsoever. Recipient shall not disclose or disseminate any Confidential Information to anyone other than its officers, directors, and employees who need to know the Confidential Information to carry out the above-described purpose(s) and who are obligated to Recipient to maintain the confidentiality of the Confidential Information to the same or greater extent than Recipient is obligated to Company hereunder. All Confidential Information shall at all times and for all purposes, be deemed to have been acquired and held in a fiduciary capacity for the benefit of Company, and shall be handled in a manner to prevent unauthorized disclosures. Recipient shall not reverse engineer, disassemble or decompile, if applicable, any Confidential Information unless authorized in writing by Company. Recipient will cause its officers, directors, and employees to comply with this Agreement and will assume full responsibility for any failure to comply with this Agreement by any such persons.

3. **PERIOD DURING WHICH CONFIDENTIALITY MUST BE PROTECTED.** Recipient's duty to protect Confidential Information disclosed under this Agreement expires on the fifth (5th) anniversary of the disclosure of such Confidential Information, except that all trade secrets disclosed to Recipient shall be safeguarded in perpetuity or as long as such information remains a trade secret under applicable law.

4. **EXCEPTIONS TO RECIPIENT'S OBLIGATIONS.** Confidential Information does **not** include information that (a) Recipient can prove by contemporaneous written records was lawfully in its possession before receipt from Company and not directly or indirectly covered by an obligation of confidentiality to Company; (b) is or becomes a matter of public knowledge through no improper action, inaction, or breach of this Agreement by Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality directly or indirectly to Company; or (d) is independently developed by Recipient without knowledge of, access to, or use of Confidential Information.

5. **STANDARD OF CARE OF CONFIDENTIALITY.** Recipient shall protect Confidential Information in accordance with the terms of this Agreement and by using the same degree of care, but no less than a reasonable degree of care (including adequate security procedures), to prevent the unauthorized disclosure, use, dissemination or publication of Confidential Information as Recipient uses to protect its own Confidential Information. Recipient shall promptly and in any event, no later than as required by applicable law, notify Company in the event it becomes aware of disclosure or misuse (or potential disclosure or misuse) of Confidential Information in breach of this Agreement and shall fully cooperate with Company, to the extent practicable, in investigating and mitigating the effects of such breach, including, but not limited to, regaining possession of such Confidential Information and preventing further disclosure or misuse of such Confidential Information.

6. **INJUNCTIVE RELIEF.** Recipient acknowledges and agrees that Recipient's disclosure or use of the Confidential Information in breach of this Agreement would cause Company irreparable harm for which monetary damages are not an adequate remedy. Therefore, in addition to all other remedies at law or in equity, Company shall be entitled to seek injunctive relief to remedy or prevent such breach, and Recipient consents to the granting of such injunctive relief in favor of Company without proof of actual damages or requirement to post bond or other financial undertaking.

7. **EXPORT OF INFORMATION.** Confidential Information to be disclosed or provided under this Agreement may be subject to export controls applied by the government of the country where the Confidential Information was produced. Recipient will not export any Confidential Information or any direct product thereof except in compliance with any and all applicable rules, laws and regulations relating to export of information.

8. **INFORMATION REQUIRED BY LAW TO BE DISCLOSED.** If Recipient is compelled by law to disclose any Confidential Information, whether by operation of law, or by order of any court or regulatory authority, it shall provide Company with prompt written notice, to the extent practicable and legally permissible, so that Company may seek a protective order or other appropriate remedy at its own expense, or waive Recipient's compliance with this Agreement. If a protective order or other remedy is not obtained or Company waives Recipient's compliance with this Agreement, Recipient shall only furnish the minimum portion of Confidential Information that Recipient is legally required to disclose and shall exercise commercially reasonable efforts to ensure that such Confidential Information is treated as confidential.

9. **RETURN OF CONFIDENTIAL INFORMATION.** Upon expiration of this Agreement or upon Company's request, Recipient shall return all Confidential Information immediately, or, alternatively, destroy any Confidential Information in its possession or within its control (including any written material prepared by Recipient that contains Confidential Information); and Recipient shall provide Company with Recipient's written certification that the return and/or destruction has been completed in accordance with applicable law. Notwithstanding the foregoing, Recipient shall not be obligated to purge extra copies of Confidential Information from its secure automatic information technology archiving systems in accordance with its documented corporate disaster recovery backup / records retention policies. In the event any copy of the Confidential Information has been created electronically pursuant to the automatic or ordinary course of archiving, back-up, security or disaster recovery systems or procedures, it shall remain subject to the terms of this Agreement and the Recipient shall ensure that it is not retrieved or utilized except in conformity with this Agreement.

10. **COPYRIGHT AND CONFIDENTIALITY NOTICES MUST BE MAINTAINED.** Recipient shall not remove any copyright or proprietary rights notice attached to or included on any Confidential Information under this Agreement. Recipient shall reproduce all such notices on any copies.

11. THIS AGREEMENT GRANTS NO RIGHTS IN CONFIDENTIAL INFORMATION. No license under any of Company's patents, copyrights, trademarks, trade secrets or any other intellectual property or proprietary rights with respect to the Confidential Information is granted to Recipient. This Agreement shall not confer on Recipient any right or license to the Confidential Information, and no such right or license shall arise from any acts, statements or dealings resulting in or related to this Agreement.

12. DISCLAIMER OF WARRANTIES. The nature and scope of Confidential Information shall be entirely at Company's discretion, and nothing herein obligates Company to disclose Confidential Information to Recipient. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS-IS" AND COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONFIDENTIAL INFORMATION. COMPANY SHALL NOT BE LIABLE TO RECIPIENT FOR ANY DAMAGES WHATSOEVER, EVEN IF RECIPIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE DELIVERY, HOLDING OR USE OF CONFIDENTIAL INFORMATION BY ANY PERSON IN CONNECTION WITH THIS AGREEMENT. Recipient fully understands that Confidential Information may relate to tentative projections and plans and is subject to change at any time.

13. NO ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement may not be assigned by Recipient without Company's express prior written consent, which may be withheld in Company's sole discretion; provided, however, that, subject to Recipient's obligation to return or destroy Confidential Information pursuant to Section 9, Recipient may, upon prior written notice to Company, assign this Agreement to the purchaser of all or substantially all of Recipient's assets to which this Agreement relates, or to a business entity controlling, controlled by, or under common control with, Recipient. Any attempted assignment in violation of the foregoing restrictions is void.

14. MISCELLANEOUS

- (i) The parties are independent contractors and do not intend that any agency, joint venture or partnership relationship be created between them by this Agreement.
- (ii) This Agreement shall be governed by the laws of the State of Illinois without reference to applicable conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of any court of competent jurisdiction in the State of Illinois for any disputes arising from or relating to this Agreement.
- (iii) The failure of either party to require performance by the other party of any of the provisions of this Agreement shall not affect the respective rights of either party to enforce the same thereafter. The waiver by either party of any breach of any provision of this Agreement shall not be construed to be either a waiver of any succeeding breach, or a waiver or modification of any of the Agreement's other provisions.
- (iv) Section headings used in this Agreement are for reference and convenience only.
- (v) This Agreement contains the entire understanding of the parties with respect to Company's Confidential Information and supersedes all prior agreements between the parties and may not be modified, changed or altered without a written agreement signed by both parties.
- (vi) If any provisions of this Agreement are found in whole or in part to be invalid or unenforceable by a court of competent jurisdiction, the parties intend that such provisions be deleted or modified in order to render this Agreement valid and enforceable.
- (vii) This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original and which together constitutes one and the same instrument and deemed dated on the Effective Date. Facsimile or electronic signatures shall be deemed original signatures to the Agreement.

This Agreement shall not be binding unless fully executed by the parties (including dual signatures by Company). Company and Recipient have caused this Agreement to be executed by having their duly authorized representatives affix their signatures where indicated above.