

**CONFIDENTIALITY AGREEMENT (AMUSA-110)**  
**FOR ARCELORMITTAL COMPANIES IN THE USA (August 2018)**  
**For Use When an ArcelorMittal Company in the USA Receives Confidential Information**

Effective Date of this Agreement: \_\_\_\_\_

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Full Legal Name of discloser ("Discloser")	AM/NS Calvert LLC Full Legal Name of Full Legal Name of ArcelorMittal Company ("Company")	
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State of Incorporation	Delaware State of Incorporation	
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Address of Discloser	P.O. Box 456 1 AM/NS Way, Calvert, AL 36513 Address of Company	
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Discloser Officer Signature	Company Signature - Procurement	Company Signature – Operations
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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 Discloser may disclose to Company, including without limitation: the existence of this Confidentiality Agreement (the "Agreement") and any contemplated business relationship with Company, 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, and financial information. Confidential Information may be (a) disclosed by Discloser in writing and marked as "confidential" or equivalent at the time of disclosure, or (b) disclosed by Discloser orally, visually, or by some other non-written means with an oral designation of confidentiality given at the time of disclosure and then summarized and designated as confidential in a written memorandum delivered to Company within thirty (30) days of the disclosure. "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.** Company may use the Confidential Information only for the purpose(s) of:

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and shall not use, employ or exploit the Confidential Information for any other purpose whatsoever. Company shall not disclose or disseminate any Confidential Information to anyone other than its Affiliates, and its and its Affiliates' employees, directors, officers, professional advisors or insurers who need to know the Confidential Information to carry out the above-described purpose(s). 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 Discloser, and shall be handled in a manner to prevent unauthorized disclosures. Company shall not reverse engineer, disassemble or decompile, if applicable, any Confidential Information unless authorized in writing by Discloser. Company will cause its Affiliates, employees, directors, officers, professional advisors and insurers 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.** Company's duty to protect Confidential Information disclosed under this Agreement expires on the second (2<sup>nd</sup>) anniversary of the disclosure of such Confidential Information, except that all

trade secrets disclosed to Company shall be safeguarded in perpetuity or as long as such information remains a trade secret under applicable law.

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

**5. STANDARD OF CARE OF CONFIDENTIALITY.** Company 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 Company uses to protect its own Confidential Information. Company shall promptly and in any event, no later than as required by applicable law, notify Discloser 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 Discloser, 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.** Company acknowledges and agrees that Company's disclosure or use of the Confidential Information in breach of this Agreement would cause Discloser irreparable harm for which monetary damages are not an adequate remedy. Therefore, in addition to all other remedies at law or in equity, Discloser shall be entitled to seek injunctive relief to remedy or prevent such breach, and Company consents to the granting of such injunctive relief in favor of Discloser 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. Company 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 Company 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 Discloser with prompt written notice, to the extent practicable and legally permissible, so that Discloser may seek a protective order or other appropriate remedy at its own expense, or waive Company's compliance with this Agreement. If a protective order or other remedy is not obtained or Discloser waives Company's compliance with this Agreement, Company shall only furnish the minimum portion of Confidential Information that Company 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 Discloser's request, Company 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 Company that contains Confidential Information); and Company shall provide Discloser with Company's written certification that the return and/or destruction has been completed in accordance with applicable law. Notwithstanding the foregoing, Company 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.

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

**11. THIS AGREEMENT GRANTS NO RIGHTS IN CONFIDENTIAL INFORMATION.** No license under any of Discloser's patents, copyrights, trademarks, trade secrets or any other intellectual property or proprietary rights with respect to the Confidential Information is granted to Company. This Agreement shall not confer on Company 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 Discloser's discretion, and nothing herein obligates Discloser to disclose Confidential Information to Company. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS-IS" AND DISCLOSER 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. DISCLOSER SHALL NOT BE LIABLE TO COMPANY FOR ANY DAMAGES WHATSOEVER, EVEN IF COMPANY 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. Company 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 Company without Discloser's express prior written consent, which may be withheld in Discloser's sole discretion; provided, however, that, subject to Company's obligation to return or destroy Confidential Information pursuant to Section 9, Company may, upon prior written notice to Discloser, assign this Agreement to the purchaser of all or substantially all of Company's assets to which this Agreement relates, or to a business entity controlling, controlled by, or under common control with, Company. 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 Discloser'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). Discloser and Company have caused this Agreement to be executed by having their duly authorized representatives affix their signatures where indicated above.