



- 1. Services and Warranties.** Upon the terms and subject to the conditions hereinafter set forth, ArcelorMittal Dofasco G.P. ("**Dofasco**") hereby engages Consultant (as defined in the purchase order) to perform the services for Dofasco set forth in the purchase order hereto, and Consultant hereby accepts such engagement ("**Services**"). This "**Agreement**" shall mean the attached purchase order, all schedules and documents which are incorporated into the purchase order by reference and these Terms and Conditions for Consulting Services. Consultant represents that it has the requisite skill and competencies to perform all of the Services under this Agreement. Consultant warrants that it shall perform all Services under this Agreement in a diligent, timely, efficient and professional manner in accordance with the requirements of this Agreement and in accordance with the level of expertise commonly attained by, and the professional standards generally applicable to, major, nationally recognized firms performing the Services. Should any Consultant employee be unable to perform Services as scheduled under this Agreement because of illness, resignation or other causes beyond Consultant's control and without Consultant's fault, Consultant shall use its best efforts to replace such employee promptly and in any event within two weeks of said employee's inability. Dofasco reserves the right to demand that the Consultant replace any personnel assigned to perform the Services that Dofasco reasonably believes is not performing at the level of Dofasco's expectations. Nothing in this Agreement or otherwise obligates Dofasco to retain Consultant to perform any Services herein. Dofasco makes no warranty that it will engage Consultant to perform any Services herein.
- 2. Resources.** Consultant agrees to devote sufficient time necessary to perform the Services, with it being understood that Consultant may and shall be free to provide similar Services for others, unless such Services would create a conflict with Dofasco. Consultant shall promptly advise Dofasco of any actual or potential conflicts between Dofasco and those of Consultant's other clients.
- 3. Invoicing and Payment.** Subject to Section 4, Dofasco shall pay, and Consultant agrees to accept, in full payment for all of the Services, payment as provided in the purchase order hereto and made a part hereof. The sole compensation for performing the Services rendered and expenses incurred by Consultant in connection with this Agreement shall be as specified in this Agreement and the purchase order; and Consultant shall bear all other costs and expenses relating to its performance of this Agreement. Nothing in this Agreement is intended or shall be construed to require Dofasco to request any minimum amount of Services from Consultant or to pay Consultant any minimum amount of compensation. Payment of each invoice is contingent upon the Services having been rendered to Dofasco's satisfaction. Each invoice shall provide the following:

 - a.** Names of Consultant's employees and hours worked for each employee, itemized by day. Descriptions of Services performed by each of Consultant's employees shall be of sufficient detail to relate the specific Services performed with the charge therefor.
 - b.** Detailed line-item description of out-of-pocket expenses incurred during the prior month.
 - c.** Unless otherwise provided in the purchase order, amounts approved by Dofasco shall be due and payable no later than sixty (60) days after receipt of such invoice by Dofasco. If items are contested by Dofasco, the uncontested balance will be paid when due. Any and all payments or approvals by Dofasco hereunder shall be without prejudice to Dofasco's rights to protest or challenge invoices at a later point in time. Dofasco reserves the right to require additional documentation to substantiate a request for payment.



- d. If Consultant is required by law or by administration thereof to collect any applicable sales taxes from Dofasco, then Consultant shall properly and separately state such amounts of sales tax on its invoices to Dofasco and such invoices shall state Consultant's GST/HST registration number and shall include all other details required for Dofasco to claim any available input tax credits or refunds.
- e. Such other information or be in a form satisfactory to Dofasco.

4. Invoice Payment Details.

- a. For Consultants subject to Dofasco's invoiceless pay process as determined by the designated representative, unless otherwise noted, Dofasco will process an invoice (the "**Invoice Payment Details**") to itself from the Consultant which shall represent the final invoice between the parties. Dofasco shall provide a copy of such invoice to Consultant. For clarity, there shall be no separate form of invoice issued by Consultant and Dofasco's Invoice Payment Details shall form the invoice setting out the payment to be made to the Consultant. The parties agree that such Invoice Payment Details shall be considered an invoice issued by Consultant to Dofasco.
 - b. In the event that Consultant provides certain Services that are only partly subject to Dofasco's invoiceless pay process, Dofasco's Invoice Payment Details shall represent the final invoice from Consultant to Dofasco for all purchase orders that are subject to Dofasco's invoiceless pay process and the Consultant may issue a separate invoice for those Services which are not subject to Dofasco's invoiceless pay process. In the event that Consultant does generate a separate form of invoice for purchase orders that are subject to Dofasco's invoiceless pay process, such consultant-generated invoice shall be null and void and of no effect.
 - c. The parties acknowledge and agree that Consultant shall be responsible for remitting the applicable taxes indicated on the Invoice Payment Details to the Canada Revenue Agency/Revenue Quebec, as applicable.
 - d. Any objections to the information set out in Dofasco's Invoice Payment Details shall be communicated by the Consultant to Dofasco no later than five (5) days following the issuance of Dofasco's Invoice Payment Details failing which the Invoice Payment Details shall represent the final invoice between the parties.
5. **Term.** The term of this Agreement and all other matters relating to the timing and scheduling of the Services shall be as provided in the purchase order attached hereto and made a part hereof, unless earlier terminated by Dofasco pursuant to Section 6 below. If Dofasco terminates this Agreement for reasons other than the Default by Consultant, Dofasco shall pay Consultant for any Services performed prior to termination. Termination of this Agreement shall discharge only those obligations that have not accrued as of the effective date of termination. Any right or duty of Dofasco or Consultant based on either the performance or breach of this Agreement prior to the effective date of termination shall survive the term of this Agreement. Consultant shall in no event be entitled to compensation in respect of costs, whether direct or indirect, fees, lost profits or otherwise for work not actually performed prior to the effective date of termination.

6. **Termination for Default.** This Agreement may be terminated:



- a. By Dofasco for any reason (or no reason) upon ten (10) days prior written notice to Consultant;
- b. By Dofasco immediately where Consultant is in material breach, which in Dofasco's sole opinion cannot be cured.
- c. By Dofasco upon fifteen (15) days prior written notice, in the event Consultant fails to perform any obligation under this Agreement and such failure is not cured within said fifteen (15) days;
- d. By Consultant, upon thirty (30) days prior written notice, in the event any amount owed by Dofasco hereunder and not being disputed in good faith is past due;
- e. By Consultant, upon thirty (30) days prior written notice, in the event Dofasco fails to perform any of its obligations under this Agreement other than the payment of money and such failure is not cured within said thirty (30) days; or
- f. Immediately, by either party, upon written notice to the other, in the event such other party files a voluntary petition in bankruptcy or reorganization or fails to have such a petition filed against it dismissed within sixty (60) days or admits in writing its insolvency or inability to pay its liabilities as they come due, or assigns its assets for the benefit of creditors, or suffers a receiver to be appointed for its assets or suspends its business.

The occurrence of any of the above events, regardless of whether or not such notice is given, shall be deemed a "**Default**" under this Agreement. Termination is not an election of remedies and shall not limit or restrict the exercise of any other rights or remedies which a party may have against the other under this Agreement, or at law or in equity, for the other's failure to perform its obligations under this Agreement.

7. Transition. In the event this Agreement is terminated for any reason prior to completion of the Services, Consultant shall cease performing Services and shall take such action as Dofasco may direct for the protection and preservation of Services and materials developed hereunder. AMD may finish the Services by whatever methods it may deem expedient, including the hiring of another consultant as Dofasco deems appropriate or using its own labor and resources. Consultant agrees to cooperate with Dofasco, its agents and employees and to provide the information, personnel and resources necessary to affect an orderly transfer of responsibilities for performing the Services. Dofasco shall pay Consultant fees and reimburse Consultant for reasonable out-of-pocket expenses with respect to work performed under this Section in accordance with purchase order, unless this Agreement is terminated by Dofasco pursuant to Section 6, in which event no compensation or reimbursement shall be paid to Consultant with respect thereto. The parties' obligations under this section shall survive termination of this Agreement.

8. Intellectual Property.

- a. All Intellectual Property conceived, created, invented, produced, designed or reduced to practice by Consultant or its employees, agents or subcontractors in connection with this Agreement with Dofasco shall be deemed to be owned solely by Dofasco. The term "**Intellectual Property**" includes, but is not limited to, inventions, modifications, discoveries,



designs, developments, documentation, improvements, products, processes, techniques, know-how, details of ideas, concepts, compilations of data, confidential reports, algorithms, formulae, computer codes in either source code and object code, computer or software programs, works of authorship, trade secrets, enhancements and/or modifications to any computer or software codes or computer or software programs, whether or not patentable or registrable under copyright, trade-mark, patent or similar legislation or subject to analogous statutory or common law protection, and all rights or interests therein, including, without limitation, all rights to and in respect of copyright, industrial design, trademark, integrated circuit topographies, patents, and rights to file applications in respect of the foregoing. Consultant represents and warrants that it has obtained and that it will obtain from its employees, agents and subcontractors waivers, in favour of Dofasco and its successors in title, of all moral rights in respect of all Intellectual Property conceived, created, invented, produced, designed or reduced to practice by Consultant or its employees, agents or Subcontractors in connection with this Agreement with Dofasco and Consultant covenants to, upon A Dofasco's request, promptly obtain and provide such waivers to Dofasco at no cost to Dofasco. Consultant hereby grants to Dofasco an unrestricted, non-exclusive, worldwide, royalty-free, fully paid up, irrevocable right and license, including the right to sublicense, in respect of any pre-existing Intellectual Property owned or licensable by Consultant and which relates in any way to this Agreement with Dofasco. Where Consultant does not have the right to grant the license granted by the preceding sentence, Consultant hereby grants to Dofasco a license as closely approaching the license in the preceding sentence as Consultant is authorized to grant. Consultant shall, and shall ensure that its employees, agents or subcontractors, do all acts and execute all documents necessary or desirable to give effect to this paragraph, including, without limitation, the execution of any assignments or powers of attorney necessary or desirable to permit Dofasco to own any such Intellectual Property or to obtain, register or record any rights therein as Dofasco considers necessary or desirable. The provisions of this paragraph shall be in addition to, and not in substitution for or modification of Consultant's (as the case may be) obligations under any terms and conditions associated with or referred to in this Agreement. The provisions of this paragraph shall survive the completion or termination of this Agreement.

- b. Consultant shall indemnify and hold harmless Dofasco with respect to any losses, costs, claims or damages incurred or suffered by Dofasco as a result of any threatened or actual litigation, anywhere in the world, asserting rights in respect of Intellectual Property where such threatened or actual litigation arises as a result of any act or omission of Consultant, any use by Dofasco or its delegates of anything provided by Consultant, or any reliance by Dofasco or its delegates on any material provided by Consultant.

9. Confidentiality.

- a. **“Confidential Information”** shall mean all technical, processing, personal, business or financial information of Dofasco and its affiliates, and includes, without limitation, products or product samples, trade secrets, inventions, data, designs, methods, know-how, techniques, systems, processes, works of authorship, projects, plans, proposals, notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, documentation or other materials of any nature or in any form, whether disclosed in written, printed, oral, digital or other computer readable format or otherwise and any information provided or obtained in the course of visits and inspections of properties or operations, but does not include any information that Consultant can show by documented evidence (i) was at the time



- of disclosure readily available to the public or which, subsequent to disclosure, becomes readily available to the public except by breach of this Agreement by Consultant (ii) was lawfully known to Consultant at the time of disclosure by Dofasco or (iii) is, after disclosure by Dofasco, received by Consultant from any third party having the right to disclose such information.
- b.** Consultant shall not, without Dofasco's prior written consent:
- i.** publish or authorize others to publish any Confidential Information disclosed to Consultant by Dofasco or any data or information developed by Consultant in connection with Services rendered hereunder;
 - ii.** disclose any such Confidential Information to any person, firm, corporation or other entity other than Dofasco or its affiliated companies;
 - iii.** publish or disclose any Confidential Information about the subject matter of the Services performed here under; or
 - iv.** use any such Confidential Information for any purpose not specifically authorized by Dofasco.
- c.** Consultant shall make reasonable efforts to obtain confidential treatment of Confidential Information disclosed as required by law and such disclosure shall not terminate the obligations of confidentiality hereunder unless the Confidential Information thereafter falls within one of the exclusions above. When possible, Consultant agrees to give Dofasco prompt notice of any discovery request or order, summons or other legal process requiring disclosure of any Confidential Information. Such notice shall give Dofasco an opportunity, at its discretion, to seek a protective order or similar relief. Consultant shall return all Confidential Information immediately upon Dofasco's request and destroy all copies and any written material prepared by Consultant that contains the substance of Confidential Information; and Consultant shall provide Dofasco with Consultant's written assurance (signed by an officer of Consultant) that the return and/or destruction has been completed.
- d.** Consultant shall protect all Confidential Information in accordance with all Applicable Laws related to privacy.
- e.** Upon Dofasco 's request, Consultant shall execute any additional Agreements regarding proprietary information or trade secrets in connection with this Agreement as Dofasco may reasonably request.
- 10. Use of Information by Dofasco.** Dofasco shall have the right to use and permit others to use without limitation all information developed by Consultant with respect to services or consultation for Dofasco under this Agreement as well as recommendations with respect to such information or services.
- 11. Compliance with Laws and Policies.** Consultant shall strictly comply with all Applicable Laws, the Safety Handbook, ArcelorMittal's Code of Business Conduct and Anticorruption Guidelines (all as hereinafter defined) in performing the Services. Consultant's failure to comply with all Applicable Laws, the Safety Handbook, ArcelorMittal's Code of Business Conduct and Anticorruption Guidelines



will be deemed to be a material breach of the Agreement which may, in Dofasco's discretion, result in the immediate termination of this Agreement in accordance with Section 6 hereto.

- a. "**Applicable Laws**" shall mean all local, provincial and federal legislation, codes, rules, regulations, specifications and laws, including without limitation environmental laws and anti-corruption laws, regulations and standards, safety and building codes, and emergency planning and community right-to-know laws ("**Laws**") that are applicable to Consultant's performance of the services. Consultant shall strictly comply with all Applicable Laws in performing the services.

The "**Safety Handbook**" shall mean the Third Party Health, Safety and Environmental Program, as amended from time to time, accessible at <https://dofasco.arcelormittal.com/corporate-library/corporate-library?type=Third%20Party%20Health%20and%20Safety%20Communications>

- b. Dofasco's "**Code of Business Conduct**" shall mean the Code of Business Conduct which is accessible at <https://ec.dofasco.ca/ECommerce/B2BHome.asp>

ArcelorMittal's "**Anti-Corruption Guidelines**" shall mean the Anticorruption Guidelines accessible at <https://ec.dofasco.ca/ECommerce/B2BHome.asp>

- c. Any clause required under any Applicable Law to be included in this Agreement shall be deemed to be incorporated by reference into this Agreement.

12. Independent Contractor. Consultant shall be and act at all times as an independent contractor hereunder, and neither Consultant nor any of its associates, employees, subcontractors, suppliers or agents shall be deemed to be partners, joint venturers, agents or employees of Dofasco for any purpose whatsoever. Consultant shall be responsible for all payroll taxes levied or in any way attributable to Consultant's employees and nothing herein shall entitle Consultant or any of its employees, representatives or agents to any employee benefits of Dofasco. Consultant shall have no authority to bind Dofasco and shall act as or hold itself out as an agent of Dofasco unless expressly otherwise provided in the purchase order and only to the limited extent so provided. Any such agency can be revoked by Dofasco at will for any reason or no reason whatsoever. Absent an express grant of limited agency in the purchase order, neither Consultant nor any of its employees shall represent themselves to be an employee of Dofasco.

13. General Indemnity. Consultant shall indemnify and hold harmless Dofasco with respect to any losses, costs, claims or damages incurred or suffered by Dofasco as a result of any threatened or actual litigation, anywhere in the world, asserting rights in respect of Intellectual Property (as defined in section 8b) where such threatened or actual litigation arises as a result of any act or omission of Consultant, any use by Dofasco or its delegates of anything provided by Consultant, or any reliance by Dofasco or its delegates on any material provided by Consultant.

14. Insurance. Consultant shall maintain during the progress of the work adequate Workers' Compensation Insurance, and Public Liability and Property Damage Insurance subject to limits of not less than \$2 million for each occurrence of bodily injury, death, and damage to property, including loss of use thereof; and shall, on request, furnish Dofasco with evidence of such insurance coverage;



15. **LIMITATION OF DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUES, PRODUCTION OR BUSINESS (COLLECTIVELY "**CONSEQUENTIAL DAMAGES**"); PROVIDED, HOWEVER, CONSEQUENTIAL DAMAGES SHALL NOT INCLUDE ANY OBLIGATIONS TO DEFEND, INDEMNIFY OR HOLD HARMLESS OR OTHER LIABILITIES TO WHICH EITHER PARTY HAS EXPRESSLY AGREED UNDER THIS AGREEMENT.
16. **Assignment.** This Agreement, being in the nature of personal services, may not be assigned or subcontracted by Consultant without the prior written approval of Dofasco, which may be withheld in Dofasco 's sole discretion. Any assignment or subcontract in violation of the forgoing is void.
17. **Entire Agreement.** These Terms and Condition for Consulting Services, any purchase order and any other documents incorporated by reference to such purchase order, any request for quote, excluding any terms and conditions of the Consultant, constitutes the entire agreement between the parties concerning the subject matter hereof and not be changed or amended except in writing signed by both parties.
18. **Governing Law.** This Agreement shall be subject to and governed by the laws of the Province of Ontario and the applicable federal law of Canada.
19. **Audits.** Consultant shall keep all records and books of account relating to this Agreement on the basis of generally accepted accounting principles and records evidencing Consultant's compliance with its obligations in this Agreement and shall make such records and books and documents relating to this Agreement (other than records, books and other plans and documents relating to net income or profit) available to Dofasco or Dofasco's designated representative for inspection and audit at all reasonable times for not less than three (3) years following termination or expiration of this Agreement.
20. **Notices.** All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or four (4) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after being sent by a recognized courier guaranteeing overnight delivery, postage prepaid, to the parties at the following respective addresses, or at such other address as a respective party may designate from time to time pursuant to a notice duly given hereunder to the other party.
21. **Publicity.** Consultant shall not use the name of Dofasco or any of its affiliates for advertising or promotional purposes (including, but not limited to, advertisements, listings of clients or press releases) nor shall Consultant grant press interviews, disseminate any information of a promotional nature or publish or provide for the publication of any information (including photographs) regarding this Agreement or the services.
22. **No Waiver:** The failure of either party hereto, at any time, to enforce the terms and conditions of this Agreement shall not be construed to be a waiver of the rights of such party thereafter to enforce any of the terms and conditions herein.
23. **Severability.** If any provision of in this Agreement shall be or be held to be illegal, invalid or unenforceable, such provision shall be deemed to be severed from this Agreement and of no force or



effect; provided that the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. Survival. Sections 8 and 9 shall survive the expiry or termination of this Agreement.

25. Amendments: This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be affected except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, change, modification, consent or discharge is sought.

26. Counterparts: The Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. Section Headings: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.