

VENDOR COMPLIANCE ACKNOWLEDGMENT

1. **Compliance with laws and regulations:** The Vendor hereby certify and covenant that they shall comply, and shall ensure that (i) its directors, officers, employees, and any person acting for it or on behalf of it (e.g. agents, brokers, distributors, sub-contractors, joint venture partner ...) (referred to as “**Personnel**”) as well as (ii) its affiliates and Personnel of its affiliates ((i) and (ii) together referred to as “**Related Parties**”, each of them as “a **Related Party**”) shall comply with all applicable laws, including all applicable anti-corruption laws, anti-money laundering laws, sanctions and export control laws, and Data protection laws.

2. **Compliance with ArcelorMittal’s Policies:** The Vendor has reviewed ArcelorMittal’s (i) Code of Business Conduct, (ii) Procedure for Anti-Corruption (“ABC”), (iii) Procedure for Anti-Money Laundering (“AML”), (iv) Environmental Policy, (v) Diversity and Inclusion Policy, (vi) Human Rights Policy, (vii) Health and Safety Policy, (viii) Responsible Sourcing and Code (along with Anex I) and (viii) Whistleblower Policy, (ix) Grievance Procedure *(items (iv) to (ix) altogether – or Vendor’s substantially similar principles where the Vendor already have them - referred to as “ArcelorMittal’s ESG Principles”)* as set out on ArcelorMittal’s website: northamerica.arcelormittal.com/policies (section *Codes and Policies*). In the performance of its obligations under the agreements and business arising from them, the Vendor shall comply with the principles contained in these Policies and shall ensure that its Related Parties comply with those principles (or where the Vendors or its Related Parties have adopted equivalent principles, with those principles) as well as ensuring to pass on compliance with ArcelorMittal’s ESG Principles and requirements (with copies of said ArcelorMittal ESG Principles or its own ESG principles) across all its supply chain.

3. **Compliance with Anti-Corruption and Anti-Bribery and Anti-Money Laundering Laws:** The Vendor represents and warrants that, in connection with this agreement or the business resulting therefrom: (i) it is knowledgeable about anti-corruption laws applicable to this agreement and shall comply with all such laws and (ii) neither it nor a Related Party has paid, offered or authorized or will make, offer or authorize any payment (including facilitation payments), gift, promise or other advantage or inducement to or for the use or benefit of a government official or a private person. The Vendor represents and warrants that neither it nor its Related Parties is (i) an official or employee of the relevant country’s government or of any other governmental agency or department (ii) a political party, an official or employee of a political party or a candidate for political office, (iii) a person acting in an official capacity for a government, (iv) an official or director, officer or employee of a company wholly or partially controlled by a government of a political party, (v) an official, officer or employee of a public international organization or (vi) an immediate family member of any of the foregoing (all together referred to as “**Government Official**”). If any of the foregoing becomes a Government Official, the Vendor shall promptly disclose any such appointment to ArcelorMittal and such appointment may result in the termination of the business relationship at ArcelorMittal’s discretion.
The Vendor further represents that it adheres to high ethical, sustainability, and impartiality standards, including, but not limited to, the avoidance of conflicts of interest and implementation of anti-bribery policies

4. **Compliance with Economic Sanctions and Export Control Laws:** The Vendor represents that none of the following are Sanctioned Persons: (i) the Vendor, (ii) its shareholder/s, ultimate beneficiary/ies, director/s, or the company/s and its director/s which control/s the Vendor, (iii) any supplier or service provider of the Vendor involved in the transaction contemplated in this business relationship, (iv) the shareholder/s and the ultimate beneficiary or the director/s of said suppliers; The Vendor represents that (i) it shall not export, sell, supply, transfer or provide to the Buyer in connection with this Agreement any goods, services or technology (in whatever form, by way of sale, lease, processing or otherwise) that have been sourced, transferred, exported or otherwise

obtained, directly or indirectly, from any Sanctioned Territory, any Sanctioned Person or otherwise in breach of Sanctions and Export Control Laws, and (ii) it has obtained all relevant government licenses or authorizations required under any applicable Sanctions and Export Control laws in connection with the performance of this Agreement.

5. **Compliance with ESG Principles:** The Vendor undertakes to conduct due diligence in the supply chain to identify, prevent, mitigate, and remediate potential and adverse human rights and environmental matters as outlined in the ArcelorMittal ESG Principles. In case of a breach of human rights and/or environmental obligations in the ArcelorMittal ESG Principles, the Vendor must take immediate remedial action and cooperate with ArcelorMittal on developing and implementing a "Remediation Plan". If the adverse impact has occurred, the Remediation plan shall, to the extent possible, restore the affected persons to the situation they would have been in had the adverse human and environmental rights impacts not occurred. The Remediation Plan shall include a timeline, objective milestones for remediation and stakeholder participation. The Vendor shall provide evidence to ArcelorMittal of the implementation of the Remediation Plan (including through audit rights, documentation upon request and trainings or handbooks provided to employees) . The Vendor shall ensure unhindered access of its employees to the Whistleblower Procedure established within the companies of the ArcelorMittal Group and shall not undertake any actions that hinder, block or impede access to the Whistleblower Procedure.
In the event that the Vendor does not have its own ESG policies and do not wish to adopt ArcelorMittal's ESG policies, the Vendor can use the following template (Ethical Business Conduct Policy) to create its own policies: northamerica.arcelormittal.com/policies (section *Codes and Policies*). **ArcelorMittal makes no representations or guarantees regarding the accuracy, completeness, or suitability of this template for any specific purpose and disclaims all liability for any direct, indirect, or consequential damages arising from the use, modification, or reliance on this template. By using this template, the recipient acknowledges and agrees to assume full responsibility for its application and any outcomes resulting from its use.**
6. **Audit rights, Internal Controls and Record Keeping:** The Vendor shall maintain and ensure that its Related Parties maintain adequate internal controls and procedures to ensure compliance with ArcelorMittal's Policies, including procedures to accurately record and report all relevant transactions in its books and records. Except if stated otherwise by applicable laws, the Vendor shall retain, and ensure that its Related Parties retain, all records, invoices and information related to this agreement ("Records") for 10 years after termination of the agreement. The Vendor shall provide ArcelorMittal with originals of any Records, on request, or spontaneously before shipment when relevant (e.g. export license, certificate of origine). ArcelorMittal may reproduce and retain copies of any Records.
ArcelorMittal shall be entitled to monitor or audit the Vendor's compliance with ArcelorMittal's Policies - and in particular audit all information, rates and costs and expenses related to this agreement - at any time while the agreement is in force and within ten (10) years of its termination. In the course of such monitoring or auditing, the Vendor shall (i) provide ArcelorMittal (or its authorized representative) with access at all reasonable times to its premises and Records (and those of its Related Parties) and (ii) permit ArcelorMittal (or its authorized representative) to interview the Vendor's Related Parties, upon request.
The Vendor shall implement all agreed recommendations arising from such monitoring or auditing within the deadlines mutually agreed with ArcelorMittal as part of the Remediation Plan.
7. **Termination:** The Vendor's or a Related Party's failure to comply with AML and ABC policies and associated audit rights shall be deemed a material breach of this agreement entitling ArcelorMittal to immediately terminate this agreement by written notice without any indemnity payable to the defaulting Party. A breach on any of ArcelorMittal's Policies shall make ArcelorMittal entitled to terminate this agreement or suspend or withhold payment if in ArcelorMittal's reasonable opinion, (i) the Vendor has violated, intends to violate, or has caused a violation of any Anti-Corruption Laws or Anti-Money Laundering Laws, (ii) if any conflict of interest arises between the Vendor or a Related Party and ArcelorMittal or a related Party of ArcelorMittal. (iii) in case of violation of

ArcelorMittal's ESG principles if such violation is not remedied after setting a reasonable deadline, or immediately if the breach is serious, persistent, or repeated.

- 8. Indemnification:** The Vendor agrees to fully indemnify, defend, and hold harmless to the fullest extent permitted by law, ArcelorMittal, its affiliates, directors, officers and employees from and against all liabilities, losses, damages (including reasonable compensation for damages to reputation), injuries, costs, expenses, actions, proceedings, claims, demands, fines and penalties arising out of the Vendor's breach of its obligations, representations, warranties or undertakings in this questionnaire according to ArcelorMittal's Policies.
Each party is independently responsible for upholding its obligations under the ArcelorMittal ESG Principles, and a breach by one party does not relieve the other party of its obligations under these Principles.

Company: _____

Name: _____

Title: _____

Date: _____

Signature: _____