

**RECRUITING SERVICES AGREEMENT
FOR AM/NS CALVERT LLC (January 2020)**

This RECRUITING SERVICES AGREEMENT is made as of _____, between:

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

WHEREAS, AM has a present need for recruiting services as set forth in Appendix A attached hereto and made a part hereof (the "Services"); and

WHEREAS, Recruiter possesses the skills and abilities required to render such Services; and

WHEREAS, AM desires to retain Recruiter to provide such Services and Recruiter is willing to perform such services; and

WHEREAS, AM and Recruiter desire to set forth the terms and conditions under which such Services are to be performed;

NOW, THEREFORE, AM and Recruiter, for good and valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound, agree as follows:

1. The Services. Upon the terms and subject to the conditions herein set forth, AM may engage Recruiter from time to time to perform the Services for AM set forth in Appendix A to this Agreement at the prices set forth in Appendix A. Recruiter shall perform all Services under this Agreement in a diligent, timely, efficient and professional manner in accordance with the requirements of this Agreement or any Work Order 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. The Services will be performed following the delivery to Recruiter of a "Work Order", which may be in the form of a Purchase Order, that will set forth the specific Services, estimated costs and expenses, and any other details regarding the project that is commercially reasonably necessary to complete the desired function. The Services will commence following a signed acknowledgment (including email confirmation) by the parties accepting the terms of the Work Order. Other than as expressly set forth herein, this Agreement and the provision of Services does not create any right or benefit to any third party including, but not limited to, employees of AM. No terms and conditions contained in Work Order confirmations or order acknowledgments, prior offers or any other document issued by Recruiter shall be binding on the Buyer, even if they have not been expressly rejected. Any reference to any bid, proposal, offer or quote of Recruiter in a Work Order shall mean and include no more than the price, schedule, quantity and/or quality terms of Recruiter's bid, proposal, offer or quote, as applicable, and shall expressly exclude any of Recruiter's general terms and conditions of sale or performance. The failure of either Party hereto, at any time, to enforce any terms and conditions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce any terms and conditions.

2. Agency. Recruiter shall have no authority to bind AM and shall act as or hold himself or herself out as an agent of AM unless expressly otherwise provided in Appendix A and only to the limited extent so provided. Any such agency can be revoked by AM at will for any reason or no reason whatsoever. Absent an express grant of limited agency in Appendix A, neither Recruiter nor any of its employees shall represent themselves to be an employee of AM.

3. Resources. Recruiter agrees to devote sufficient time necessary to perform the Services, with it being understood that Recruiter may and shall be free to provide similar services for others.

4. Invoicing and Payment. AM shall pay, and Recruiter agrees to accept, in full payment for all of the Services, payment as provided in Appendix A attached hereto and made a part hereof. The sole compensation for performing the Services rendered shall be as specified in this Agreement and Appendix A; and Recruiter shall bear all other costs and expenses relating to performance of this Agreement. Nothing in this Agreement is intended or shall be construed to require AM to request any minimum amount of Services from Recruiter or to pay Recruiter any minimum amount of compensation. Payment of each invoice is contingent upon the Services having been rendered to AM's satisfaction. Each invoice shall provide descriptions of Services performed and shall be of sufficient detail to relate the specific Service performed with the charge therefor. Unless otherwise provided in Appendix A, amounts approved by AM shall be due and payable no later than 60 days after receipt of such invoice by AM. If items are contested by AM, the uncontested balance will be paid when due. Any and all payments or approvals by AM hereunder shall be without prejudice to AM's rights to protest or challenge invoices at a later point in time. AM reserves the right to require additional documentation to substantiate a request for payment. Expenses of Recruiter to perform the Services are not reimbursable.

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 Appendix A attached hereto and made a part hereof, unless earlier terminated by AM for any reason (or no reason) upon ten (10) days prior written notice to Recruiter, or (iii) termination by either party for default as set forth in Section 6 below. 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 AM or Recruiter based on either the performance or breach of this Agreement prior to the effective date of termination shall survive the term of this Agreement. Recruiter 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 AM, upon fifteen (15) days prior written notice, in the event Recruiter fails to perform any obligation under this Agreement and such failure is not cured within said fifteen (15) days;
- (b) By Recruiter, upon thirty (30) days prior written notice, in the event any amount owed by AM hereunder and not being disputed in good faith is past due;
- (c) By Recruiter, upon thirty (30) days prior written notice, in the event AM 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
- (d) 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.

8. Compliance with Laws and Policies. Recruiter shall strictly comply with all Applicable Laws, the Safety Handbook, ArcelorMittal's Code of Business Conduct, Anticorruption Guidelines, Human Rights Policy, and Code for Responsible Sourcing (all as hereinafter defined) in performing the Services. Seller's failure to comply with all Applicable Laws, the Safety Handbook, ArcelorMittal's Code of Business Conduct, Anticorruption Guidelines and its Human Rights Policy will be deemed to be a material breach of the Agreement which may, in Buyer's discretion, result in the immediate termination of this Agreement.

- (a) The "Safety Handbook" shall mean the "Contractor Safety & Health Field Manual", "Annex M - Occupational Health and Safety Requirements" and "Annex N - Site Environmental Requirements", each incorporated

herein by reference and accessible at <http://usa.arcelormittal.com/What-we-do/Supplier-resources/Terms-and-conditions>. Recruiter shall comply with the Safety Handbook when present on AM's premises, Recruiter shall strictly comply with the Safety Handbook and any other applicable safety codes or procedures. Disregard for, or multiple or continued violations of, the Safety Handbook or any other applicable safety codes or procedures shall be deemed to be a material breach of this Agreement.

- (b) "Applicable Laws" shall mean all local, state and federal ordinances, 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 Recruiter's performance of the Services. Recruiter shall strictly comply with all Applicable Laws in performing the Services.
- (c) AM's "Code of Business Conduct" shall mean the Code of Business Conduct which is accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>. Recruiter represents and warrants that it has not taken any action inconsistent with or contrary to Code of Business Conduct in obtaining this Agreement. In the event that Recruiter learns of any violation or alleged violation of AM's Ethical Code of Conduct, Recruiter shall report the violation or alleged violation by calling the Compliance Hotline Number, which is 1-888-242-7305.
- (d) ArcelorMittal's "Anti-Corruption Guidelines" shall mean the Anticorruption Guidelines accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>. Seller represents that, in the event that the Services involve interactions with any government body: (i) neither it nor any of its employees are, and during the life of the agreement will not become, an official or employee of the government body, (ii) Seller will disclose any such appointment immediately to the Buyer.
- (e) ArcelorMittal's "Human Rights Policy" shall mean the Human Rights Policy which is accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>.
- (f) ArcelorMittal's "Code for Responsible Sourcing" shall mean the Code for Responsible Sourcing which is accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>.
- (g) "Current or Former AM Employee or Relative" shall mean any person who is currently or was a salaried, non-represented employee of AM or of any Affiliate of AM (a "Current or Former Employee"), the current spouse of a Current or Former Employee, and any person who is a parent, child or sibling of a Current or Former Employee. If Recruiter is not a business entity, Recruiter hereby represents that he or she is not a Current or Former AM Employee or Relative. Recruiter hereby represents that it has notified AM of any Current or Former AM Employee or Relative whom Recruiter used to sell or market this Agreement to AM. In the event Recruiter's representation is false, AM shall have the right in its sole discretion to deem Recruiter in material breach of this Agreement. Recruiter shall advise AM in writing before Recruiter uses any Current or Former AM Employee or Relative for any other activities in connection with Recruiter's performance of the Services.
- (h) Any clause required under any Applicable Law to be included in this Agreement shall be deemed to be incorporated by reference into this Agreement.
- (i) Unless Recruiter is exempt, Recruiter must comply with the Equal Opportunity Clauses set forth in 41 CFR §60-1.4(a), 41 CFR §60-250.5(a), 41 CFR §60-300.5(a), and 41 CFR §60-741.5(a); the provisions of 41 CFR §61-250.10 and 41 CFR §61-300.10 (both of which relate to veterans' employment reports); and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). Recruiter may be required by applicable law to develop affirmative action programs and comply with other provisions of the regulations at 41 CFR Part 60 as well.

9. Independent Contractor. Recruiter shall be and act at all times as an independent contractor hereunder, and neither Recruiter nor any of its associates, employees, subcontractors, suppliers or agents shall be deemed to be partners, joint venturers, agents or employees of AM for any purpose whatsoever. Recruiter shall be responsible for all payroll taxes levied or in any way attributable to Recruiter's employees and nothing herein shall entitle Recruiter or any of its employees, representatives or agents to any employee benefits of AM.

10. General Indemnity.

- (a) "Indemnified Parties" shall mean, collectively, AM, including any of its affiliated companies, and their respective directors, officers, employees and agents. "Claims" shall mean, collectively, any and all claims, actions, suits, fines, penalties, and demands (including but not limited to claims of strict liability, negligence, fault imposed by statutes, rules or regulations, breach of contract and breach of warranty) for any liabilities, damages, judgments, awards, costs and expenses of every character whatsoever (including reasonable attorney's fees).
- (b) Recruiter expressly agrees to defend, release, indemnify and save harmless Indemnified Parties from and against all Claims on account of any loss or damage to property or bodily injuries or disease to persons, including death, occurring in connection with Recruiter's performance of this Agreement, except to the extent such injury, damage or loss is due to the negligence or intentional misconduct of Indemnified Parties or its agents or contractors (other than Recruiter).

11. Insurance. Upon AM's request, Recruiter shall furnish acceptable proof of insurance policies evidencing Workers Compensation and occupational disease coverage, commercial general liability coverage, including contractual liability coverage, employer's liability coverage, and motor vehicle liability coverage with not less than \$1,000,000 with insurers reasonably satisfactory to AM (and worker's compensation at statutory levels). The required policies of insurance for commercial general liability, employer's liability, and motor vehicle liability shall cover AM as an additional insured and shall not have deductibles or self-insured retentions. All required policies of insurance shall contain a waiver of subrogation in favor of AM. Recruiter's insurance coverages shall be primary to and noncontributory with any other insurance carried by AM and shall not relieve or otherwise limit any of Recruiter's other obligations or potential liabilities under this Agreement.

12. 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.

13. Assignment. This Agreement, being in the nature of personal services, may not be assigned or subcontracted by Recruiter without the prior written approval of AM, which may be withheld in AM's sole discretion. Any assignment or subcontract in violation of the forgoing is void.

14. Entire Agreement. This Agreement 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.

15. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, without regard to that State's laws concerning conflicts of law. The exclusive venue for any suits, claims or causes of action brought under this Agreement shall be courts located in the State of Alabama, to whose exclusive jurisdiction both parties hereby irrevocably submit.

16. Audits. Recruiter shall keep all records and books of account relating to this Agreement on the basis of generally accepted accounting principles and records evidencing Recruiter'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 AM or AM' designated representative for inspection and audit at all reasonable times for not less than three (3) years following termination or expiration of this Agreement.

17. 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 United States mail, postage prepaid, return receipt requested, or one (1) business day after being sent by Federal Express or other 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. Notwithstanding anything to the contrary, no notice from the Recruiter shall be deemed to have been given to AM unless an e-mail copy thereof is also sent to the email addresses for AM below.

A. If to AM:

AM/NS Calvert LLC
P.O. Box 456
1 AM/NS Way
Calvert, AL 36513
Attention: Director, Purchasing

and by Email to: purchasing.calvert@arcelormittal.com

B. If to Recruiter:

[To the signing officer and address of Recruiter listed on the first page]

18. Publicity. Recruiter shall not use the name of AM or any of its affiliates for advertising or promotional purposes (including, but not limited to, advertisements, listings of clients or press releases) nor shall Recruiter 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.

IN WITNESS WHEREOF, AM and Recruiter have caused this Agreement to be executed as of the date and year first above written. This Agreement shall not be binding unless fully executed by the parties (including dual signatures by AM).

Appendix A
Description of Work

1. Recruiter shall coordinate the Services with:

the AM Manager designated on the Work Order

2. Description of Services:

Recruiting for the positions identified in the Work Order

3. Description of payment/pricing methodology:

25% of the successful candidate's first year annual salary agreed to by the candidate and AM upon hire (not including bonus).

4. Invoicing and Payment Terms.

Recruiter will invoice upon AM successfully hiring a candidate recruited by Recruiter. The invoice will be due and payable 60 days from date of receipt by AM. In the event that any placed hire resigns or is terminated for non-performance reasons within the first 90 days of their start date, Recruiter will provide a replacement candidate at no additional fee. If the Recruiter is not able to present a suitable replacement in 45 days, then Recruiter will issue a refund of the Placement Fee in accordance with the following table:

Date of Termination	Refund of Placement Fee
0-90 days	100%

5. Term of Agreement.

a. Start date: 10/14/2020

b. End date: 10/14/2022

6. Any other timing and scheduling matters: _____

7. Warranties and Service Level Agreements: _____