

**CONSULTING SERVICES AGREEMENT  
AMNS-107 (January 2022)**

This **CONSULTING SERVICES AGREEMENT** ("Agreement") is made as of this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_ ("Effective Date"), between:

	<b>AM/NS Calvert LLC</b>	
<b>Full Legal Name of consultant ("Consultant")</b>	<b>Full Legal Name ("AM/NS")</b>	
	Delaware Limited Liability Company	
<b>State of Incorporation</b>	<b>State of Incorporation</b>	
	P.O. Box 456	
	1 AM/NS Way, Calvert, AL 36513	
<b>Address of Consultant</b>	<b>Address of AM/NS</b>	
<b>Consultant Signature</b>	<b>AM/NS Signature – Purchasing</b>	<b>AM/NS Signature - Operations</b>
<b>Title – Printed</b>	<b>Title – Printed</b>	<b>Title – Printed</b>
<b>Officer Name-Printed</b>	<b>Officer Name – Printed</b>	<b>Officer Name – Printed</b>

WHEREAS, AM/NS has a present need for services in Appendix A attached hereto and made a part hereof (the "Consulting Services"); and

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

WHEREAS, AM/NS desires to retain Consultant to provide such Consulting Services and Consultant is willing to perform such services; and

WHEREAS, AM/NS and Consultant desire to set forth the terms and conditions under which such Consulting Services are to be performed;

NOW, THEREFORE, AM/NS and Consultant, 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 hereinafter set forth, AM/NS hereby engages Consultant to perform the Consulting Services for AM/NS set forth in Appendix A to this Agreement, and Consultant hereby accepts such engagement. Consultant 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. AM/NS reserves the right to demand that Consultant replace any personnel assigned to perform the Services that AM/NS reasonably believes are not performing at the level of AM/NS' expectations.

2. **Agency.** Consultant shall have no authority to bind AM/NS and shall act as or hold himself or herself out as an agent of AM/NS unless expressly otherwise provided in Appendix A and only to the limited extent so provided. Any such agency can be revoked by AM/NS at will for any reason or no reason whatsoever. Absent

an express grant of limited agency in Appendix A, neither Consultant nor any of its employees shall represent themselves to be an employee of AM/NS.

3. Resources. Consultant agrees to devote sufficient time necessary to perform the Consulting 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 AM/NS. Consultant shall promptly advise AM/NS of the identity of its other clients and of any actual or potential conflicts between AM/NS and those of Consultant's other clients.

4. Invoicing and Payment. AM/NS shall pay, and Consultant agrees to accept, in full payment for all of the Consulting Services, payment as provided in Appendix A attached hereto and made a part hereof. The sole compensation for performing the Consulting Services rendered and expenses incurred by Consultant in connection with the Agreement shall be as specified in this Agreement and Appendix A; and Consultant shall bear all other costs and expenses relating to his performance of this Agreement. Nothing in this Agreement is intended or shall be construed to require AM/NS to request any minimum amount of Consulting 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 AM/NS's satisfaction. Each invoice shall provide the following:

- (a) Names of Consultant 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 Service performed with the charge therefor.
- (b) Detailed line-item description of out-of-pocket expenses incurred during the prior month.
- (c) Summation of labor charges and expenses along with total charges for the month.

Unless otherwise provided in Appendix A, amounts approved by AM/NS shall be due and payable no later than sixty (60) days after receipt of such invoice by AM/NS. If items are contested by AM/NS, the uncontested balance will be paid when due. Any and all payments or approvals by AM/NS hereunder shall be without prejudice to AM/NS' rights to protest or challenge invoices at a later point in time. AM/NS reserves the right to require additional documentation to substantiate a request for payment.

5. Term. The term of this Agreement and all other matters relating to the timing and scheduling of the Consulting Services shall be as provided in Appendix A attached hereto and made a part hereof, unless earlier terminated by AM/NS for any reason (or no reason) upon ten (10) days prior written notice to Consultant, or (iii) termination by either party for default as set forth in Section 6 below. If AM/NS terminates this Agreement for reasons other than the default by Consultant, AM/NS shall pay Consultant for any Consulting 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 AM/NS 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 AM/NS, 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;
- (b) By Consultant, upon thirty (30) days prior written notice, in the event any amount owed by AM/NS hereunder and not being disputed in good faith is past due;
- (c) By Consultant, upon thirty (30) days prior written notice, in the event AM/NS 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.

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 AM/NS may direct for the protection and preservation of Services and materials developed hereunder. AM/NS may finish the Services by whatever methods it may deem expedient, including the hiring of another consultant as AM/NS deems appropriate or using its own labor and resources. Consultant agrees to cooperate with AM/NS, its agents and employees and to provide the information, personnel and resources necessary to effect an orderly transfer of responsibilities for performing the Services. AM/NS shall pay Consultant fees and reimburse Consultant for reasonable out-of-pocket expenses with respect to work performed under this Section in accordance with Appendix A, unless this Agreement is terminated by AM/NS 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) For purposes of this Agreement, "Inventions" shall mean all discoveries, inventions, devices, improvements, machines, apparatus, arts, art work, computer programs, books, articles, manuals, processes, designs, mixtures or combinations, or other works in whatever medium fixed or embodied, which now or at any future time result from the Consulting Services rendered hereunder or from information developed by Consultant relating to the Consulting Services rendered hereunder and which shall be made, invented, discovered or created by Consultant either solely or jointly with others. For purposes of this Agreement, "Proprietary Rights" shall mean, in connection with any Invention, all patents and patent applications for the United States and all foreign countries; copyrights; trademarks, rights to modify; rights to create derivative works; rights to invoke the benefit of any priority under any International Convention; rights to be attributed as the creator; and other similar intellectual property rights.

(b) All Inventions and all Proprietary Rights and the right to register, renew, license or assign Inventions and Proprietary Rights shall be, and hereby are, assigned in full by Consultant to, and be the sole property of, AM/NS. Consultant disclaims any and all interest in any Inventions and Proprietary Rights.

(c) Consultant shall, immediately upon making, inventing, discovering or creating any Invention, notify AM/NS thereof and shall at any time or times, whether or not then providing Consulting Services to AM/NS, upon the request of AM/NS and under its direction and at its expense, make application for and diligently take all necessary steps to obtain and perfect the related Proprietary Rights for AM/NS, including the execution and delivery of all necessary specifications, drawings and declarations and all proper instruments to effect, document and/or record a valid assignment or assignments to AM/NS of all his or her right, title and interest in and to such Invention and the Proprietary Rights. Consultant shall not file any application for Proprietary Rights to an Invention, except with prior written consent of AM/NS.

#### 9. Confidentiality.

(a) For a period of ten (10) years from the date that this Agreement, including any extensions hereof, expires or is terminated, Consultant shall not, without AM/NS's prior written consent:

(i) publish or authorize others to publish any data or information disclosed to Consultant by AM/NS or developed by Consultant in connection with Consulting Services rendered hereunder;

(ii) disclose any such data or information to any person, firm, corporation or other entity other than AM/NS or its affiliated companies;

- (iii) publish or disclose any data or information about the subject matter of the Consulting Services performed here under or any Contract Inventions; or
- (iv) use any such data or information for any purpose not specifically authorized by AM/NS.

Provided, however, that the foregoing obligations shall not apply (1) to data or information for which Consultant can provide written documentation showing that such data or information came into his possession independently of his association with AM/NS, (2) to data or information that was rightfully obtained from a third party, or (3) to data or information which now is or hereafter becomes rightfully available to Consultant from another source as demonstrated by written documentation; provided further, that data and information shall not be deemed to be within the foregoing exceptions merely because such data and information are embraced by general disclosures in the public domain or in Consultant's possession; and provided further, that any combination of features shall not be deemed to be within the foregoing exceptions merely because the individual features are contained in the information within the public domain or in Consultant's possession unless the combination itself and its principle of operations are in the public domain or in Consultant's possession as demonstrated by written documentation. Consultant may disclose Confidential Information as required by law, and any such disclosure shall not be a violation of this Agreement. However, 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 AM/NS prompt notice of any discovery request or order, subpoena or other legal process requiring disclosure of any Confidential Information. Such notice shall give AM/NS an opportunity, at its discretion, to seek a protective order or similar relief. Consultant shall return all Confidential Information immediately upon AM/NS's request and destroy all copies and any written material prepared by Consultant that contains the substance of Confidential Information; and Consultant shall provide AM/NS with Consultant's written assurance (signed by an officer of Consultant) that the return and/or destruction has been completed.

(b) Upon AM/NS's request, Consultant shall execute any additional agreements regarding proprietary information or trade secrets in connection with this Agreement as AM/NS may reasonably request.

10. Use of Information by AM/NS. AM/NS shall have the right to use and permit others to use without limitation all information developed by Consultant with respect to Consulting Services or consultation for AM/NS under this Agreement as well as recommendations with respect to such information or Consulting Services.

11. Intellectual Property Indemnification. Consultant shall at its own expense defend all suits or proceedings instituted against AM/NS, its officers, agents, affiliates or employees ("Indemnified Parties") based upon any claim, suit or proceeding that any Inventions and all Proprietary Rights supplied under this Agreement constitute an infringement of any patent, copyright or other intellectual property right (collectively, "IP Claim"). Consultant shall pay all awards of damages assessed against the Indemnified Parties resulting from any such IP Claim and shall indemnify and save the Indemnified Parties harmless against losses, expenses and damages resulting from any such IP Claim or incurred in obedience to a decree resulting from any such IP Claim (including attorneys' fees and court costs) or pursuant to any compromise thereof. If in any such IP Claim a restraining order or temporary injunction is granted, Consultant shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If in any such IP Claim any Inventions or Proprietary Rights supplied under this Agreement are held to constitute an infringement and their use is permanently enjoined, Consultant shall, at Consultant's option, in addition to indemnifying and saving AM/NS harmless in accordance with this Section, either (a) at Consultant's sole expense, promptly secure for AM/NS a license authorizing the continued use of such Inventions and Proprietary Rights or (b) at Consultant's sole expense and without impairing performance requirements, replace the infringing part thereof with non-infringing Inventions and Proprietary Rights, as the case may be, or modify the infringing Inventions and Proprietary Rights so that they do not so infringe. Consultant's obligations under this Section shall survive termination of this Agreement. Consultant shall not be required to indemnify an Indemnified Party for any such infringement to the extent caused by such Indemnified Party modifying the Inventions and Proprietary Rights in a manner that results in such Inventions and Proprietary Rights infringing any patent, copyright or other intellectual property right of the United States.

12. Compliance with Laws and Policies. Consultant shall strictly comply with all Applicable Laws, the Safety Handbook, ArcelorMittal's Code of Business Conduct, Anticorruption Guidelines and its Human Rights Policy (all as hereinafter defined) in performing the Consulting 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 for Cause.

(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 <https://usa.arcelormittal.com/doing-business/online-services/am-ns-calvert-supplier-portal>. Consultant 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 Consultant's performance of the Consulting Services. Consultant shall strictly comply with all Applicable Laws in performing the Consulting Services.

(c) AM/NS's "Code of Business Conduct" shall mean the Code of Business Conduct which is accessible at <https://northamerica.arcelormittal.com/am-ns-calvert-supplier-portal>. Consultant 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 Consultant learns of any violation or alleged violation of AM/NS's Ethical Code of Conduct, Consultant 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 <https://corporate.arcelormittal.com/investors/corporate-governance/compliance-and-policies>. 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 accessible at <https://corporate.arcelormittal.com/investors/corporate-governance/compliance-and-policies>.

(f) "Current or Former AM/NS Employee or Relative" shall mean any person who is currently or was a salaried, non-represented employee of AM/NS or of any Affiliate of AM/NS (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 Consultant is not a business entity, Consultant hereby represents that he or she is not a Current or Former AM/NS Employee or Relative. Consultant hereby represents that it has notified AM/NS of any Current or Former AM/NS Employee or Relative whom Consultant used to sell or market this Agreement to AM/NS. In the event Consultant's representation is false, AM/NS shall have the right in its sole discretion to deem Consultant in material breach of this Agreement. Consultant shall advise AM/NS in writing before Consultant uses any Current or Former AM/NS Employee or Relative for any other activities in connection with Consultant's performance of the Consulting Services.

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

(h) Without in any way limiting the requirements of this Section 4, the following shall apply to this Agreement:

(i) Unless Consultant is exempt, Consultant 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). Consultant 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.

(ii) Seller's invoices for goods shall state thereon, "We hereby certify that these goods were produced in compliance with all applicable requirements of Section 5, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

(iii) The OSHA Hazard Communication Standard (29 CFR Section 1910.1200) requires that each hazardous chemical in the workplace be properly labeled and accompanied by an appropriate Material Safety Data Sheet ("MSDS"), so, in accordance with the law, Buyer will not pay any invoice for a hazardous chemical unless it is properly labeled upon receipt and Buyer has received an appropriate MSDS.

13. 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 AM/NS 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 AM/NS.

14. General Indemnity.

(a) "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) In connection only with any goods or off-site services provided under this Agreement, the following shall apply: Consultant 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 Consultant'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 Consultant).

(c) In connection only with any services provided on AM/NS's premises, the following shall apply: Consultant expressly agrees to indemnify, defend and save harmless Indemnified Parties from and against any and all Claims on account of any loss or damage to property or bodily injuries or disease to persons, including death, made by Consultant or any of its subcontractors or any employee, agent or invitee of Consultant or any of its subcontractors arising out of Consultant's performance of this Agreement, including the negligent acts or omissions of any of Indemnified Parties or the condition of the property of any of Indemnified Parties. Consultant shall further indemnify, defend and save harmless Indemnified Parties from and against any and all Claims made by any other person or persons on account of damage to property or bodily injuries, including death, arising out of the negligence, gross negligence or intentional misconduct on the part of Consultant or any of its subcontractors or any employee, agent or invitee of Consultant or any of its subcontractors. Notwithstanding the forgoing obligations in this Section 14(c), Consultant shall not be required to indemnify and save harmless Indemnified Parties from Claims that are finally determined by a court with jurisdiction (with all appeals exhausted) to have been caused solely by the negligence or intentional misconduct of Indemnified Parties; provided, however, that the condition or operation of Indemnified Parties' production and manufacturing facilities in the normal course of Indemnified Parties' businesses shall be deemed not to be negligence or intentional misconduct.

15. Insurance. Upon AM/NS's request, Consultant shall furnish acceptable proof of insurance policies evidencing Workers Compensation and occupational disease coverage, commercial general liability coverage, including both products and contractual liability coverage, employer's liability coverage, motor vehicle liability coverage and any specialty coverage (e.g., aircraft, watercraft, professional services, environmental

remediation, explosives) for Consultant's goods and/or services, all in amounts reasonably satisfactory to AM/NS, but not less than \$1,000,000 per occurrence and with insurers reasonably satisfactory to AM/NS. The required policies of insurance for commercial general liability, employer's liability, and motor vehicle liability shall cover AM/NS as an additional insured and shall not have deductibles or self-insured retentions which are greater than ten percent (10%) of the coverage limit provided by the policy unless approved in writing by AM/NS. All required policies of insurance shall contain a waiver of subrogation in favor of AM/NS. Consultant's insurance coverages shall be primary to and noncontributory with any other insurance carried by AM/NS and shall not relieve or otherwise limit any of Consultant's other obligations or potential liabilities under this Agreement.

16. 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.

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

18. 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.

19. Governing Law; Venue. This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Alabama, applied without giving effect to conflicts-of-law principles. Any controversy or claim arising out of or relating to this Agreement shall be brought and prosecuted exclusively in, and the parties irrevocably submit to, the Circuit Court of the State of Alabama in Mobile County, or in the United States District Court for the Southern District, Southern Division, of Alabama, and the parties irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined exclusively and only in and by either of the state or federal courts sitting in Mobile County, Alabama. Furthermore, the parties irrevocably waive and agree not to assert by way of motion, as a defense or otherwise in any such action or proceeding, any claim that any party is not personally subject to the jurisdiction of the state or federal court sitting in Mobile County, Alabama, that such action or proceeding is brought in an inconvenient forum, that the venue of such action or proceeding is improper or that this Agreement may not be enforced in or by such state or federal court sitting in Mobile County, Alabama.

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

21. 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 Consultant shall be deemed to have been given to AM/NS unless an e-mail copy thereof is also sent to the email addresses for AM/NS below.

A. If to AM/NS:

AM/NS Calvert LLC  
P.O. Box 456

1 AM/NS Way  
Calvert, AL 36513  
Attention: Chief Procurement Officer

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

With a copy to:  
AM/NS Calvert LLC  
P.O. Box 456  
1 AM/NS Way  
Calvert, AL 36513  
Attention: Chief Financial Officer

B. If to Consultant:

To the signing officer and address of Consultant listed on the first page

22. Publicity. Consultant shall not use the name of AM/NS 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.

IN WITNESS WHEREOF, AM/NS and Consultant 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/NS).



## Appendix A

### Description of Consulting Services

1. Unless and until notified otherwise, Consultant shall coordinate his or her activities hereunder with:

Name and Contact Information of AM/NS Manager:

2. Description of Consulting Services, including any deliverables:

3. Description of payment/pricing methodology:

4. Invoicing and Payment Terms.

5. Timeline for Performance.

a. Start date: \_\_\_\_\_, 20\_\_\_\_.

b. Completion/Expiration date: \_\_\_\_\_, 20\_\_\_\_.

6. Any other timing and scheduling matters:

7. Warranties and Service Level Agreements.

## **Appendix B**

### **Travel and Other Expense Reimbursement Terms**

All significant travel-related expenditures must be pre-approved by AM/NS. If required by AM/NS, Consultant shall schedule all travel arrangements through AM/NS's preferred travel providers. A concerted effort must be made to utilize AM/NS's preferred suppliers and negotiated rates in place.

Consultant will be reimbursed for reasonable, coach-class airfare; hotel, rental car(s) and daily meal (Maximum of \$35.00 per day) expenses; as appropriate and based upon actual costs incurred. Receipts for any expenditures of \$15.00 or more must be submitted along with the invoice to obtain the reimbursement. Failure to comply with this requirement will delay payment until such receipts are furnished.

Mileage, if agreed to and approved by AM/NS, will be consistent with the IRS guidelines.

AM/NS will not reimburse for travel time, hotel movies, laundry services, tolls, per diems, phone calls, airport parking or other such incidentals as these are deemed to be a business expense of the consultant and should therefore be fully absorbed through the overhead of the supplier.