



CONFIDENTIAL

BLANKET AGREEMENT

NO. [REDACTED]

by and between

STELCO INC.

and

**[REDACTED]
CONTRACTOR**

Covering the provision of

[REDACTED] Work/Services

in respect of

Stelco Inc.'s Hamilton Works

and

Stelco Inc.'s Lake Erie Works



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BLANKET AGREEMENT

COVERING WORK/SERVICES PERFORMED ON BEHALF OF STELCO INC.

THIS BLANKET AGREEMENT (hereinafter called "Agreement"), entered into effective the **DAY** of **MONTH**, **YEAR** (Effective Date), by and between STELCO INC., a Canadian corporation, having its principal office and place of business at 386 Wilcox Street, Hamilton, Ontario, L8L 8K5, Canada (hereinafter called "STELCO"), and **CONTRACTOR NAME**, having its principal office and place of business at **«ADDRESS»** (hereinafter called "Contractor.")

WHEREAS, STELCO may, from time to time, require that various types of Work and/or services (as hereinafter defined) be performed (on a non-exclusive basis) by Contractor either upon STELCO's premises and/or at other locations; all in conjunction with STELCO's use of other contractors, vendors and suppliers for the performance of STELCO's overall requirements for the type of Work and/or services involved; and

WHEREAS, Contractor is familiar with the nature of STELCO's requirements (as aforesaid) and is willing to perform such Work and/or services when and as contracted for pursuant to such individual (i) purchase order(s), release(s) or other document(s) as are issued by STELCO to Contractor and/or (ii) contract(s) or agreement(s) as are entered into between the parties during the Term of this Agreement (as hereinafter provided); it being recognized and agreed by Contractor that no minimum quantity of Work and/or services shall apply and none is guaranteed hereunder; and

WHEREAS, STELCO and Contractor in recognition of the type and nature of the Work and/or services involved (as aforesaid), to avoid repetitive negotiations, and other considerations, mutually desire to have this Agreement (including the Contract Documents comprising a part hereof as hereinafter provided) govern and control (i) Contractor's performance of all Work and/or services that are contracted for by STELCO with Contractor during the term hereof and (ii) the legal relationship between the parties relative thereto.

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, have agreed and do hereby agree as follows:

Article 1 DESCRIPTION OF WORK

1.1. This Agreement shall govern and control all Work and/or services (as hereinbelow defined) performed by Contractor for, or at the request or on behalf of STELCO during the term of this Agreement regardless of whether said Work is performed pursuant to (i) individual written purchase order(s) issued by STELCO to Contractor (including, without limitation, purchase order(s), blanket (standing) order(s), contractor stocking or supply order(s), release(s), change order(s), project change notifications(s), extra Work order(s) or other written directive(s) of STELCO), (ii) individual written

contract(s) or agreement(s) executed by and between STELCO and Contractor and/or (iii) written request(s) or order(s) issued by STELCO's agents ("Agent"), servants or employees to Contractor; each of which said written purchase order(s), etc., written contract(s) or agreement(s), written request(s) or order(s) (as aforesaid) shall in combination with this Agreement constitute the Contract Documents (hereinafter called the "Contract Documents") and shall exclusively govern the Work covered thereby and the legal relationship between the parties with respect thereto.

1.2. The term "Work" wherever appearing herein shall mean any and all Work, labor and/or other responsibilities and obligations of the Contractor required by this Agreement and/or services of any type, nature or description whatsoever furnished or performed by Contractor, its agents, servants or employees, subcontractors (or by others on Contractor's behalf) for, or at the request or on behalf of STELCO upon the basis as described under Article 1.1 above; including, without limitation, the operation, maintenance, servicing or use of any machinery or equipment; the placing, installing or erecting of any materials, equipment or facilities; the performance of any construction, repair or dismantling type Work or services; the delivery, handling, loading, processing and/or removal of any materials; the rendering or performance of any type of service, (including engineering services, consulting services, monitoring services, testing services and studies) or any other Work, labor or services, regardless of type, nature or description or whether the Work (as aforesaid) is performed on STELCO's premises or at other locations.

1.3. Each Contract Document, effective with the issuance of the same by STELCO or the parties' execution thereof (in the case of written contract(s) or agreement(s)), shall be thereupon incorporated into this Agreement and made a part hereof the same as if fully set forth herein; each such Contract Document shall in combination with this Agreement, constitute the Contract Documents governing the Work covered thereby and the legal relationship of the Parties with respect thereto. In the event of any conflict or discrepancy between the terms and conditions of this Agreement and the provision(s) of any of the other said Contract Documents, the terms and conditions of this Agreement shall have precedence and shall govern and control unless the context hereof expressly requires otherwise.

1.4. Contractor agrees that any reference herein or elsewhere in any of the other Contract Documents to the Contractor's proposal(s), correspondence or other documents shall be solely for purposes of further describing the Work and/or the contract schedule applicable thereto, and any additional, different or conflicting provisions whether contained in such proposal(s), or in any correspondence or other document furnished by Contractor to STELCO shall be excluded from, and shall not alter or amend this Agreement, nor constitute a part of the Contract Documents.

1.5. Any purchases placed by STELCO with Contractor are based upon the needs of STELCO at the time as STELCO determines in its sole discretion, without regard to previous estimates, requests for quotes, or other communication. Contractor acknowledges that no agreement to purchase any minimum volume of Work is expressed or implied.

1.6. The terms "Purchaser", "Buyer", "STELCO" wherever used in this Agreement and or any document incorporated by reference or made a part hereof shall mean STELCO, its operating divisions and domestic (Canadian) subsidiaries, unless specifically provided otherwise; provided,

however, STELCO does not assume and shall not be directly or indirectly responsible for the liabilities or obligations of any of its subsidiaries or affiliated entities other than for its express obligations under this Agreement.

1.7. Contractor shall be solely responsible for directing and controlling its employees, its subcontractors and its agents in their performance of the Work, the selection of methods and processes and the operation (if any) of tools, equipment and machinery used to carry out the Work.

Article 2 TERM OF AGREEMENT

2.1. This Agreement shall be effective the day and year first above written and, unless sooner terminated upon the conditions as hereafter provided, shall continue in full force and effect to for a term of three (3) years from the Effective Date of this Agreement provided, however, that this Agreement shall automatically remain in full force and effect and exclusively govern any Work which Contractor performs for STELCO from or after the expiration date until such time as this Agreement is replaced by a new Blanket Agreement entered into between STELCO and Contractor or until such post-expiration date Work is completed by Contractor, whichever shall first occur.

2.2. Termination or expiration of this Agreement shall in no manner affect any provision(s) hereof which, by their terms, are to survive termination or expiration of this Agreement.

Article 3 MOST FAVORED CUSTOMER

3.1. Contractor represents that the terms and conditions hereof, including price or pricing practices, are no less favorable than the terms and conditions, including price, previously granted to any other customer for the services of the same type, quantity, and service as that covered under this Agreement. In the event Contractor hereafter grants, more favorable terms and conditions, and/or price, to any other customer, or makes changes in the way it charges others for the services of the same type and quantity, the same more favorable terms and conditions, prices and/or way it charges, shall automatically be extended to STELCO.

3.2. It is Contractor's obligation to inform STELCO as more favorable terms become available.

Article 4 LIENS

4.1. If a lien arising from the performance of the Work is registered against title to STELCO's real or personal property, Contractor shall, within ten (10) days of the date of such registration, and at Contractor's sole expense, vacate or discharge any such lien. If Contractor fails to vacate or discharge the lien within such time period, STELCO, at its option and at the expense of Contractor, may vacate or discharge the lien and withhold amounts otherwise due to Contractor from STELCO for the purpose of so doing.

4.2. STELCO may require and Contractor agrees to provide, upon STELCO's request and as a condition precedent to any payments to Contractor by STELCO, properly executed and notarized

partial (interim) and final waivers of construction lien rights signed by all suppliers, subcontractors, materialmen and all other persons or entities that furnished labor or materials in connection with the work in the forms to be provided by STELCO, as applicable. In addition, Contractor agrees to provide, upon STELCO's request and as a condition precedent to payments by STELCO, properly executed and notarized affidavits or certificates verifying that all labor payroll (including, without limitation, taxes thereon), bills for materials, subcontractors, suppliers and all other indebtedness of Contractor incurred in connection with the Agreement have been fully paid and satisfied.

4.3. Contractor shall defend, indemnify and hold harmless STELCO from and against, and shall pay, satisfy and discharge all construction, materialmen's and other liens, levies or encumbrances, and all claims, obligations, liabilities and costs (including, without limitation, cost of investigation, attorneys' fees, and all other costs of litigation or threatened litigation) of any kind or nature, arising at law or in equity, which may be asserted against STELCO or its property by reason of, or as a result of, any acts or omissions of Contractor, its employees, representatives, licensees or suppliers, or its subcontractors, or the employees or suppliers of its subcontractors, in connection with, or relating to the performance of work governed or controlled by this Agreement.

4.4. Without limitation to Article 5.1 below, in the event of the attachment or service upon STELCO of any construction or other lien claim or notice thereof, notice of personal liability or other encumbrance, levy or charge of any kind by any Party claiming by or through Contractor, it is understood and agreed that STELCO may retain, out of any monies due or to become due to Contractor, a sum sufficient to protect STELCO from loss until claim is finally settled, released, defeated or discharged.

4.5. The attachment or service upon STELCO of any construction or other lien claim or notice thereof, notice of personal liability or other encumbrance, levy or charge of any kind by any Party claiming by or through Contractor, shall constitute a material default under this Agreement unless such lien, encumbrance, notice, levy or charge is discharged or STELCO receives adequate security from Contractor (at its sole cost and expense) within five (5) working days of such attachment, notice or levy, to fully protect STELCO therefrom.

Article 5 CONTRACT PRICE AND OTHER CONDITIONS

5.1. The contract price(s), invoicing and payment terms, the specific type, nature, description and scope of Work, the contract schedule, specifications and other conditions applicable to Contractor's performance of the Work governed by this Agreement shall be as are specifically described in APPENDIX B: PRICES, APPENDIX C: REBATE and APPENDIX D: TCO (TOTAL COST OF OWNERSHIP) REDUCTION, or as set forth under each purchase order, release, etc. issued by STELCO to Contractor, or contract or agreement entered into by the parties (as provided under Article 1.1 above) during the term hereof. In case of discrepancy between the terms as provided in this Agreement, and specific purchase order, release, etc., the terms as described in specific release or purchase order or contract shall prevail over the terms in this Agreement.

5.2. Final payment of any remaining sum(s) due Contractor under any of the Contract Documents shall be made within sixty (60) days after final acceptance in writing by STELCO's Engineer (or other designated representative) of the completed Work involved for which such payment relates; provided Contractor shall have executed a release of claim in favour of STELCO, and further have given to STELCO's Treasurer evidence satisfactory to STELCO that all liens, claims, obligations and liabilities against STELCO's premises or chargeable to STELCO have been fully paid, satisfied and released, and provided further that Contractor is not indebted to STELCO at the time such payment is due. Payments made pursuant to any of the Contract Documents by STELCO shall not be construed as the waiver of any breach hereof by Contractor or as an acceptance of defective Work or of Work not in conformance with the terms and conditions of this Agreement or of any other Contract Documents applicable thereto.

5.3. In addition to its other remedies, STELCO may withhold and retain from time to time out of moneys due Contractor, amounts sufficient to fully reimburse and compensate STELCO for any loss or damage which STELCO sustains, or may sustain, as a result of any default or any breach by Contractor of any of the provisions of this Agreement, or the provisions of any Contract Documents or any other contract or agreement executed by the parties and/or purchase order(s), release(s), etc., issued by STELCO to Contractor hereunder during the term of this Agreement, or by reason of any other claims STELCO may have against Contractor.

Article 6 GUARANTEE FOR ADVANCE PAYMENT, PERFORMANCE AND WARRANTY

6.1. In order to assure STELCO that the Contractor's obligations under the Agreement shall be performed and fulfilled, STELCO may request that Contractor shall include with its first invoice for a particular scope of Work, and subject to Contractor agreeing to same, an irrevocable stand-by guarantee (in the form of a letter of credit, or letter of guarantee or bank guarantee or performance and labour & material bond), from an institution and in a form acceptable to STELCO, acting reasonably, to cover its payment, performance and warranty obligations (as applicable), in favour of STELCO (each and any of which, the "**Performance Security**").

Any financial and/or insurance institution is subject to final approval by STELCO, acting reasonably.

6.2. The amount of the Performance Security shall be mutually agreed upon by the parties hereto in connection with an applicable scope of Work, which amount shall be based upon a certain percentage of the total value of the Work under the particular scope of Work, and shall be valid from the Effective Date until the end of warranty period as stipulated in Article 10 plus ninety (90) days.

6.3. STELCO shall have the right to require that the Contractor extend the term of the Performance Security and that it alter the amount of the Performance Security, in order to reflect the changes in the value of the Work hereunder.

6.4. The Performance Security as specified in Article 6.1 shall be payable to STELCO immediately upon submission by STELCO to the institution offering such Performance Security of a signed statement of STELCO indicating that the Contractor is liable for a claim under the terms of the

Performance Security and has not performed its obligations under this Agreement or is liable for payment against a claim in accordance with the terms and conditions of this Agreement. Partial withdrawals must be permitted under the Performance Security; provided, however, that the amount guaranteed under the applicable Performance Security shall not thereafter be increased or replenished by an amount equal to any such partial withdrawal amount unless such an adjustment is required in connection with a change to the applicable Scope of Work relating to the particular Performance Security obligation.

Article 7 EXTENSION OF TIME

7.1. Should Contractor be delayed in the performance or completion of the Work hereunder by STELCO or by any cause beyond the control of Contractor, STELCO will, at Contractor's request, extend the applicable contract schedule for a period of time as reasonably required under the circumstances by a written Change Order issued by STELCO in accordance with Article 12. Contractor, upon the conditions provided hereunder, agrees to accept such extension in full settlement, satisfaction and release of any and all claims it may have against STELCO for damages as a result of any such delay.

7.2. Notwithstanding anything contained to the contrary in the Contract Documents, Contractor agrees that an extension of time in which to complete the Work shall be Contractor's sole and exclusive remedy for any delay, interference, disruption or hindrances in Contractor's performance or completion of the Work caused by STELCO or by others for whom STELCO is responsible, including, but not limited to, delays caused by acts constituting active interference by STELCO with the Contractor's performance of the Work, unreasonably long delays and delays not reasonably contemplated by the parties. Without limiting the foregoing, Contractor expressly waives its right to claim any damages associated with such delay, interference, disruption or hindrance, including loss of productivity, labor or equipment inefficiency, extended overhead, impact costs, increased cost of capital, incidental or consequential damages of any type including loss of bonding capacity, loss of anticipated profit or bidding opportunity, insolvency, legal fees, claim preparation costs or expenses and all other time-related delay damages whatsoever; it being understood and agreed that Contractor's sole remedy in any such event shall be an extension of contract time as herein provided.

7.3. Should Contractor be delayed in the performance or completion of the Work due to any of the conditions as provided for under Article 27. Force Majeure, Contractor shall be entitled to an extension of time only (but no increased costs of any type resulting from such delays) upon the conditions as permitted and provided for under said Article 27.

7.4. Any request by the Contractor for an extension of contract time due to delays, etc. as provided under this Article 7 shall be made in accordance with the requirements of Article 12. The Contractor shall use all reasonable means to minimize the extent of any hindrance or delay as aforesaid and to mitigate any and all costs arising from or related to any hindrance or delay.

Article 8 INSPECTION

8.1. All Work shall be subject to inspection and approval by STELCO at all times, but such approval shall not relieve Contractor of its complete and total responsibility for the proper performance of the Work in full compliance with all requirements of this Agreement and the other Contract Documents applicable thereto.

8.2. Contractor shall provide sufficient, safe and proper facilities at all times for such inspection.

Article 9 DEFECTIVE WORK

9.1. Contractor at any time during its performance of any Work governed by this Agreement shall, within twenty-four (24) hours after receiving written notice from STELCO's Engineer (or its other designated representative) so to do, proceed to remove from the premises involved all Work or materials rejected or condemned by STELCO's Engineer (or designated representative), whether assembled or not, and to dismantle all portions of the Work which shall be so rejected or condemned as unsound or improper or in any way failing to conform to the requirements of the Contract Documents applicable thereto, and to replace at Contractor's own expense all such Work and materials.

Article 10 GUARANTEE

10.1. Contractor warrants and guarantees that all materials provided by Contractor in connection with the Work governed by this Agreement shall be new and all workmanship and materials shall be of good merchantable quality for the industry, shall strictly comply with all specifications applicable thereto under the Contract Documents and shall be suitable for their intended purpose.

10.2. Contractor also warrants and guarantees that all facilities, equipment and machinery that are furnished by Contractor in connection with the Work governed by this Agreement shall be new and of good merchantable quality for the industry, shall strictly comply with all design and specification requirements as applicable thereto under the Contract Documents and (excepting only facilities, equipment and machinery which is manufactured pursuant to and in strict and complete compliance with a design provided by STELCO) shall perform the required function(s) in a manner satisfactory to STELCO.

10.3. Contractor shall repair, or remove and replace at its own expense (and at STELCO's option and direction) any materials, workmanship, facilities, equipment and/or machinery, including component parts thereof which, in the sole determination of STELCO, prove to be defective, or not as warranted or guaranteed hereunder or which fail to adequately perform the required function(s) during the guarantee period provided hereunder. Such warranty and guarantee shall expire at the expiry of the later of: (a) a period of two (2) years from the date that the materials or workmanship are furnished to STELCO, (b) a period of two (2) years from the date that the facilities, equipment or machinery involved are initially placed into regular production operation and use by STELCO; or (c) at the end of the warranty period provided by the manufacturer thereof.

10.4. Contractor represents that all of its personnel to be utilized in the Work are qualified to fully perform said Work, and that in the event any personnel provided by Contractor are for any reason unable to perform under the terms hereof, a qualified individual will be promptly substituted by Contractor. Contractor represents that all Work to be performed hereunder shall be completed in a timely manner in strict accordance with the time schedule agreed to between the Parties, and that any Work performed will not interfere with the normal operations of STELCO.

10.5. Contractor represents that it has developed the requisite expertise to perform the Work and all Work performed under this Agreement by it or its subcontractors, if any, shall be performed with due care and skill in accordance with the standard of care normally exercised by professionals providing similar services on work of similar scope and complexity and in comparable locations (the “Standard of Care”).

10.6. Contractor represents that it will fully comply with all Canadian Federal, Provincial and local laws, ordinances, rules and regulations applicable to the Work hereunder.

Article 11 CONDITIONS UNDER WHICH STELCO MAY COMPLETE WORK

11.1. If Contractor, at any time in the judgment of STELCO, shall fail to supply enough properly skilled specialists, workers or materials, tools, equipment, facilities and supplies of the proper quality, or fail in any respect to properly perform and complete the Work with promptness and diligence, or fail to make prompt payment to subcontractors or for materials or labor, or fail in the performance of any of its obligations hereunder, and shall, within three (3) days after receipt of written notice from STELCO fail to remedy any such default, or shall interfere with or disrupt, or threaten to interfere with or disrupt, STELCO’s operations in any manner other than as specifically set forth in this Agreement, whether by reason of a labor dispute or otherwise, or if the presence of the Contractor or its agents or employees upon STELCO’s premises or the fact that this Agreement or any purchase order(s), or other contract(s) or agreement(s) with Contractor (as provided hereunder) has been made results in acts by third parties which interfere with or disrupt STELCO’s operations in any manner other than as specifically set forth in this Agreement, whether by reason of a labor dispute, picketing, boycotting or otherwise, or if a petition in bankruptcy shall be filed by or against the Contractor, or the Contractor shall become insolvent, STELCO may, in any such event, either terminate this Agreement (and/or any affected purchase order(s), or contract(s) or agreement(s) with Contractor as provided hereunder) or may exclude Contractor and its employees, subcontractors and agents from performing the affected Work without terminating this Agreement and/or any other said purchase order(s) or contract(s) or agreement(s) with Contractor.

11.2. STELCO, having exercised either of the above elections, may enter upon the premises and take possession of all materials, tools, equipment, facilities and supplies thereon, and may finish the affected Work with its own forces and may provide the necessary labor and additional materials, tools, equipment, facilities and supplies for finishing the Work, or STELCO may employ any other person or persons to finish said Work involved.

11.3. Contractor shall not be entitled in any such event, to receive any further payment under any contract(s) or agreement(s) between the parties and/or purchase order(s) issued by STELCO (as provided hereunder) until said Work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid Contractor shall exceed the cost and expense of finishing the Work, plus any damage incurred through default of the Contractor, such excess shall be paid by STELCO to Contractor; but if such cost, expense and damage shall exceed such unpaid balance, Contractor shall be liable for and shall pay such difference to STELCO.

11.4. Any unexpended materials, tools, equipment, facilities and supplies furnished by Contractor for the Work shall be returned to it following the completion thereof. The cost and expense of completing the Work, as herein provided, and any damage(s) incurred through any default of Contractor or STELCO arising under this Article 11, shall be audited and certified by STELCO; whose audit and certificate thereof shall be final and binding upon the parties hereto.

Article 12 CHANGES AND EXTRAS

12.1. STELCO reserves the right to make changes in, deductions from and additions to the Work upon written Change Order(s) issued to Contractor. Such Change Order(s) shall constitute a part of the particular contract, agreement or purchase order under which the same is issued and a part of the Contract Documents.

12.2. If STELCO and Contractor are unable to agree on the terms of a written Change Order, the Contractor where directed by STELCO shall nevertheless proceed with and complete the change requested by STELCO and the parties shall negotiate in good faith to reach agreement on the terms of such Change Order on the basis as provided hereunder.

12.3.

12.3.1. Before proceeding with any Work involving possible claims by Contractor for extra compensation above the contract price for the affected Work (as provided in the individual contract, agreement or purchase order so governed by this Agreement), Contractor, within ten (10) days of discovery of the event giving rise to any such potential claim(s), shall submit in writing to STELCO a detailed estimate of the price for such Work, and shall secure from STELCO a written Change Order describing such Work and fixing Contractor's compensation. The requirements hereof shall also apply to any instruction, request, drawing, specification or other directive or action of STELCO that is claimed by Contractor to constitute a change in the Work covered hereunder. STELCO, in its sole discretion, may issue a written interim authorization in the form of a Project Change Notification ("PCN") directing Contractor to proceed with such claimed changed or extra Work. STELCO reserves the right (at its sole option) to issue an PCN representing interim authorization for Contractor to proceed with items of extra or additional Work claimed by Contractor pending resolution thereof by the parties. STELCO's written interim authorization(s) shall not constitute approval of the claim for changed or extra Work, but shall be a condition precedent to the Contractor's right to receive payment for such Work and to the Contractor's right to pursue any claim or proceeding to recover for such

Work. PCN's, which are accepted by STELCO shall be covered by written Change Order(s) issued by STELCO in accordance with the provisions of this Article 12 covering the Work involved.

12.3.2. Any claim by Contractor for extension of time for completing the Work resulting from any change or claimed extra or additional Work, or from any other cause or event of the type covered under Article 7.2 shall also be submitted and disposed of in like manner, either in the same or by a separate written Change Order covering an extension of contract time.

12.4. All documentation required to substantiate a proposed change shall be submitted by Contractor to STELCO promptly and in any event not later than the time period provided under Article 12.3.1. Once agreement is reached as to the time and/or price adjustment for a change, the same shall be confirmed in a written Change Order issued by STELCO to Contractor as provided hereunder and shall constitute a part of the Contract Documents. Such Change Order shall constitute a full satisfaction and release of all claims, direct and indirect of Contractor, arising out of events or actions for which it was issued.

12.5. If a proposed change provides for, or requests an adjustment to the applicable contract price under any individual contract, agreement or purchase order governed by this Agreement, the adjustment shall be based on one of the following methods:

- a) Mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation (where such data is so requested by STELCO);
- b) Unit prices stated in the applicable Contract Documents or subsequently agreed upon; or
- c) Direct field costs to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee mark-up thereon, fully supported by detailed cost records.

12.6. Should deductions from the Work result in a material change in the value of the Work, an equitable adjustment shall be made by the parties hereto in the applicable contract price or time (or both), by STELCO's issuance of a written Change Order to Contractor (under the affected contract, agreement or purchase order involved) reflecting such adjustment.

Article 13 RESPONSIBILITY FOR WORK

13.1. Prior to the completion of the Work by Contractor and the acceptance thereof by STELCO, the Work shall remain at the risk of Contractor and Contractor shall be responsible for all loss and damage to the Work and shall repair, renew and make good, at its own expense, all such loss and damage however caused, whether or not due to the fault of the Contractor and including, but not limited to, loss or damage caused by collision, riot, fire or force or violence of the elements.

13.2. Contractor shall repair, restore and replace any real or personal property, including tools and equipment, belonging to STELCO which Contractor or its subcontractors or suppliers, or their respective employees or invitees, may damage or destroy while on STELCO's premises.

Article 14 COOPERATION WITH OTHER CONTRACTORS

14.1. Contractor and its subcontractors, if any, shall cooperate with STELCO and other contractors on STELCO's premises and shall so carry on their Work that other contractors shall not be hindered, delayed or interfered with in the progress of their Work, and so that all of such Work shall be a finished and complete job of its kind on schedule. Contractor expressly waives any claims against STELCO based upon any failure by STELCO to coordinate the Work of other contractors on STELCO's premises with Contractor's Work or that of its subcontractors hereunder.

Article 15 SUBLETTING AND ASSIGNING

15.1. Contractor shall not assign or sublet any part of the Work to be performed under this Agreement without STELCO's written consent. In case such consent is given, it shall not relieve Contractor from any of the obligations of this Agreement, and any transferee shall be considered the agent of Contractor and, as between the parties hereto, Contractor shall be and remain liable as if no such transfer or subletting had been made.

15.2. Contractor shall not employ any subcontractor, supplier or other person or organization, either initially or as a substitute, against whom STELCO may have reasonable objection, nor shall Contractor be required to employ any subcontractor, supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection. STELCO's approval of any subcontractor, supplier or other person or organization may be subsequently revoked on the basis of reasonable objection after due investigation and upon notice to Contractor. In such event, Contractor shall submit an acceptable substitute. No approval by STELCO of any subcontractor, supplier or other person or organization used or employed by Contractor shall constitute a waiver of any right of STELCO to reject or require correction or replacement of defective Work.

15.3. Contractor shall be fully responsible to STELCO for all acts and omissions of any subcontractors, suppliers and other persons or organizations performing or furnishing any of the Work for or on Contractor's behalf hereunder. Nothing in this Agreement or elsewhere in the Contract Documents shall create for the benefit of any such subcontractor, supplier or other person or organization any contractual relationship between STELCO and any such parties, nor shall it create (i) any obligation on the part of STELCO to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization or (ii) any other obligation or liability whatsoever by STELCO to any such parties.

15.4.

15.4.1. Contractor's assignment, in whole or in part, of any right to payment, or monies due or to become due under any of the Contract Documents shall be subject to obtaining the written consent of STELCO, when so requested by STELCO or upon STELCO receiving written notice of such assignment from Contractor or its assignee.

15.4.2. All such notices of assignment and requests for consent, together with an executed and legally binding copy of the instrument of assignment, shall be submitted to STELCO in accordance with Article 29 hereof.

15.4.3. In case STELCO' consent to assignment under this Article 15 is given, it shall not relieve Contractor of or from any of the obligations or duties under this Agreement, and such consent shall be subject to Contractor's compliance with all such obligations and duties and to STELCO's rights under this Agreement. Any assignee shall be considered the agent of the Contractor and any payments forwarded to Contractor by STELCO subsequent to an assignment shall be conclusively presumed to be held in trust for the assignee's account. It is expressly agreed that Contractor shall remain liable to any assignee for all payments by virtue of any such assignments under this Agreement and shall return to and/or reimburse STELCO for any payments, made in error or otherwise to Contractor subsequent to any assignment, which such obligation shall survive expiration or termination of this Agreement.

15.4.4. Any assignment of payments or monies due by Contractor which is not made in accordance with the provisions of this Article 15 shall be considered to be void and of no effect.

15.5. Subject to the provisions hereof, this Agreement shall be binding upon and enure to the benefit of the successors and permitted assigns of the parties hereto, but shall not enure to the benefit of any other person, firm or corporation.

Article 16 TITLE

16.1. Title in and to all Contractor's tools, equipment, supplies, materials and structures used in the performance of Work governed by this Agreement by the Contractor (and not physically incorporated in the Work) shall remain in Contractor at all times. Contractor shall pay any taxes which may or become due by reason of the presence of Contractor's facilities, or equipment, etc. upon STELCO's premises.

16.2. Title to materials, equipment and supplies provided by Contractor, its subcontractors or suppliers and incorporated in the Work shall pass to STELCO upon incorporation of such items in the Work or upon STELCO's payment therefor, whichever first occurs.

Article 17 SUSPENSION OF WORK

17.1. STELCO may, from time to time and at its sole discretion, order the Contractor, in writing, to suspend all or any part of the Work covered under this Agreement for such period of time that STELCO determines appropriate for the convenience of STELCO. Contractor's sole remedy in the event of any such suspension of the Work by STELCO shall be an extension of contract time for a period equivalent to such suspension in accordance with Article 12, except as otherwise provided under Article 17.2 below.

17.2. If the performance of all or any part of the Work is so suspended by STELCO for a period in excess of sixty (60) consecutive days, Contractor, as the sole remedy for any such suspension, may request an extension of contract time for the period equivalent to such suspension and/or an adjustment of the contract price for the additional direct costs associated therewith (excluding profit and other time-related delay damages disallowed under Article 7), in accordance with the requirements of Article 12.

17.3. No adjustment of any affected contract price or schedule (as provided under an individual contract, agreement or purchase order covered hereunder) shall be made under Articles 17.1 and/or 17.2 for any suspension, to the extent that performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is otherwise provided for or excluded under any other term or condition of this Agreement.

Article 18 TERMINATION

18.1. STELCO may terminate, in whole or in part, Contractor's further performance and STELCO's obligations under this Agreement at any time by notice to Contractor confirmed in writing and specifying therein whether such termination is for Contractor's default or for STELCO's convenience and the effective date thereof.

18.2. If STELCO's termination hereunder is for Contractor's default as provided for under Article 11 hereof, then to the extent of such termination, Contractor's right to recover any additional cost or profit hereunder shall end and STELCO shall have against Contractor all remedies provided in this Agreement and by law and equity.

18.3. Contractor agrees that STELCO reserves the right, exercisable at STELCO's sole option and with or without cause, to terminate this Agreement, in whole or in part, for its own convenience by furnishing thirty (30) days advance written notice of such termination to Contractor.

18.4. If STELCO's termination hereunder is for STELCO's convenience, Contractor shall be entitled only to an equitable amount to cover (i) its direct costs reasonably expended or committed to third parties; (ii) overhead costs reasonably incurred prior to such termination; (iii) Contractor's reasonable costs for effecting a prompt, orderly termination of the affected Work (less salvage value and amounts recoverable by Contractor); and (iv) an equitable profit on all amounts paid under items (i) (ii) and (iii) above. Contractor agrees that the remedy provided under this Article 18.4 shall be the sole and exclusive remedy of Contractor for any termination by STELCO for its convenience hereunder, and Contractor waives any and all other claims, damages or remedies whatsoever relating thereto.

18.5. For clarity, STELCO shall not be liable for any part of or the cancellation fees in total over and above any amounts in total as specified in Article 18.4 which Supplier may owe to its subcontractors as the result of any case of termination pursuant to this Article 18.

18.6. In any case of termination either Party is obliged to mitigate damages to the other Party.

Article 19 LIQUIDATED DAMAGES

If the Contractor has not satisfied all requirements for delivery of any specific scope of services on or before the scheduled delivery date and provided that such a delay cannot be attributed solely to STELCO's failure to meet its obligation hereunder, the Contractor shall in such case and without any proof of loss, (and without prejudice to STELCO's right to pursue a claim for any greater loss) pay to STELCO upon receipt of written notice thereof; liquidated damages equal to two percent (2%) of the total amount of specific scope of services for each calendar week of delay or portion thereof for periods less than a week, for the period from the originally agreed scheduled delivery date up to and including the actual date of delivery. This amount shall not exceed ten percent (10%) of the total amount of specific scope of services.

Article 20 TAXES

Except for (i) duties relating to goods that originate from sources or suppliers based outside Canada for which STELCO acts as the importer of record, (ii) value-added taxes payable by STELCO (including federal goods and services tax ("GST") and in certain provinces where there are harmonized federal and provincial goods and services tax ("HST")) and (iii) provincial retail sales taxes ("PST") payable by STELCO, the charges, fees or prices of Contractor under any Contract Documents shall include, and the Contractor shall be responsible for, and shall pay, all taxes, duties, contributions and surcharges payable under federal, provincial and local laws, including taxes based on net or gross income, gross receipts, franchise, net worth, equity, as well as real or personal property taxes and all withholding taxes and contributions measured upon the payroll of employees engaged in the performance of Work and the delivery of goods or services under this Agreement. If applicable, Contractor is responsible for collecting and remitting PST and value-added taxes, including GST and HST, from STELCO. STELCO will provide Contractor with a valid purchase exemption certificate or provincial sales tax registration number, as applicable. Contractor will indemnify STELCO against any claims against STELCO resulting from Contractor's failure to properly and timely collect and remit GST, HST or PST.

STELCO shall be entitled to withhold from any payment to Contractor hereunder and remit to the authorities any withholding tax required by Canadian law without any obligation to "gross up" any such payment or otherwise compensate the Contractor therefor.

Article 21 EMPLOYMENT TAXES/CONTRIBUTIONS

21.1. Contractor shall provide for and pay, and require its subcontractors, if any, to provide for and pay all taxes, contributions and/or payments for worker's compensation, unemployment insurance, federal income tax, employer health taxes and other employment-related obligations applicable to employees of Contractor and its subcontractors as required by Federal, Provincial laws or municipal by-laws in connection with the Work governed by this Agreement.

21.2. The above described taxes, contributions and/or payments to be provided and paid by Contractor and its subcontractors hereunder will apply to all Work performed by Contractor at the request of or on behalf of STELCO as provided under Article 1.1 above.

21.3. STELCO reserves the right to require Contractor to furnish to STELCO satisfactory evidence that Contractor and its subcontractors have complied fully with all of the requirements of such laws (as aforesaid) and Contractor shall defend, indemnify and hold harmless STELCO, its successors and assigns and/or STELCO' agents, servants, and employees from and against any and all actions, claims, damages and costs resulting from Contractor's failure to fully comply with all such laws. In addition to its other remedies, STELCO may, at its sole option and without liability to Contractor, suspend the Work (in whole or in part) and/or exclude Contractor from STELCO's premises until Contractor furnishes satisfactory evidence of its full compliance with the provisions of this Article 21.

Article 22 INDEMNITY

22.1. Contractor, for itself, its successors and assigns, agrees to defend, indemnify, release and hold harmless STELCO, its successors and assigns, and its agents, servants and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, together with any and all losses, costs, or expenses and legal fees, in connection therewith or related thereto, (i) that are asserted by any entity, person or persons (including, without limitation, employees of Contractor or employees of Contractor's subcontractors) for bodily injuries, disease, death (including, without limitation, any workers' compensation claims) or property damage arising or in any manner growing out of the Work governed or controlled by this Agreement or (ii) that relate to or arise out of (a) any claim, suit or action asserted by, through or under any subcontractor, materialman or laborer of Contractor or any other person or entity providing labor or materials relating to the Work (including, without limitation, claims for excluded costs or claims resulting in liens being asserted or filed against STELCO or any real or personal property in which STELCO has an interest) or (b) any breach by Contractor of any of its representations, warranties, covenants or agreements contained in this Agreement and STELCO's efforts to enforce Contractor's compliance with, or remedy Contractor's non-compliance with, this Agreement. Contractor agrees to fully perform and fulfill its obligations hereunder to defend, indemnify and hold harmless STELCO, its successors and assigns and its agents, servants and employees regardless of whether or not the alleged personal injury, bodily injury, disease, death or property damage is caused or is alleged to be caused in whole or in part by the conduct, fault or negligence of STELCO and/or STELCO's agents, servants or employees; activities or conditions upon STELCO's premises including, inter alia, those for which STELCO is, or is alleged to be, strictly and/or absolutely liable; errors or omissions in the design, implementation and/or enforcement of STELCO's safety requirements applicable to Contractor's performance of Work on STELCO's premises; and/or defects in, or the condition of STELCO's land, buildings, facilities, machinery, equipment or vehicles.

22.2. Contractor shall be solely responsible for the selection of methods and processes and the operation of equipment used to carry out its Work, and Contractor agrees to defend, indemnify, and hold harmless STELCO, its successors and assigns, and its agents, servants and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity,

together with any and all losses, costs or expenses and legal fees incident to any infringement or claimed infringement of any copyright(s), trade secret(s), patent(s) and/or license(s) arising from the equipment used and/or the processes and methods practiced by Contractor in its performance of contracts executed by the parties and/or purchase orders issued by STELCO during the term of this Agreement (as provided under Article 1.1) or in any way connected therewith.

22.3. In the event that in the performance of any Work, Contractor provides to STELCO any equipment or process to be utilized by STELCO subsequent to Contractor's completion of the Work, Contractor shall provide to STELCO upon final payment for Contractor's performance of said Work a paid-up, royalty-free, non-exclusive license under all applicable copyright(s), trade secret(s), patent(s) and/or license(s) necessary to permit STELCO to make, have made and use equipment and/or processes provided under this Agreement. Said license shall be secured by Contractor at its sole expense. In the event that Contractor is unable to secure said paid-up, royalty-free, non-exclusive license, Contractor shall, at its sole expense, modify the equipment and/or processes so as to render them non-infringing or shall remove said equipment and/or processes and replace them with equipment and/or processes which shall not infringe upon any copyright(s), trade secret(s), patent(s) and/or license(s). Contractor, for itself, its successors and assigns, agrees to defend, indemnify and hold harmless STELCO, its successors and assigns and its agents, servants, and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, together with any and all losses, costs or expenses and legal fees incident to any infringement or claimed infringement of any copyright(s), trade secret(s), patent(s) and/or license(s) arising out of STELCO's use of said equipment and/or processes.

22.4. In connection with any demands, claims or any other legal proceedings (whether at law or in equity) covered by Articles 22.1, 22.2 and 22.3, STELCO and/or its agents, servants and employees retain the right to be represented, at their sole option, by legal counsel of their own selection, at their own expense. The exercise of this right to select their own legal counsel will in no way detract from or release the Contractor from its obligation to indemnify and hold harmless STELCO and/or its agents, servants and employees. The extent of the Contractor's indemnity obligation shall not be limited to the amounts of the insurance coverage provided for in Article 23 of this Agreement.

22.5. In the event Contractor defaults on its obligations under this Article 22, Contractor agrees that it will be liable for all reasonable expenses and legal fees incurred by STELCO to enforce the provisions of this Article 22.

Article 23 INSURANCE; WSIB MATTERS

23.1. Contractor shall comply with STELCO's insurance requirements as stipulated in Appendix 'I' at www.StelcoCanada.com – Doing Business - Insurance Requirements (https://www.stelcocanada.com/sites/default/files/2017-06/Stelco_Insurance%20Req_June%202017.pdf)

23.2. Contractor shall be, and shall ensure that its subcontractors are, at all times registered with the Ontario Workplace Safety and Insurance Board ("WSIB") under the Ontario Workplace Safety and Insurance Act ("WSIA") or substantially equivalent workers health and safety insurance requirements

in the jurisdiction where the Contractor operates its business, and that it and they maintain workers' compensation accounts in good standing, whether or not mandatory under the WSIA. The workers' compensation accounts shall include personal coverage for all employees, partners, proprietors, directors and officers of the Contractor or its subcontractors, as the case may be, involved in any aspects of the Work. Contractor or its subcontractors, as the case may be, shall pay when due all premiums, contributions or assessments in respect of any such workers' compensation account. Contractor shall, if requested by STELCO at any time and from time to time, submit to STELCO, for itself and/or each or any of its subcontractors, a valid clearance certificate from the WSIB or other applicable regulator certifying that the workers' compensation account is in good standing and that all premiums, contributions and assessments have been paid. If at any time for any reason Contractor or its subcontractors are not insured under the WSIA, the Contractor shall indemnify and hold harmless STELCO and its agents, employees, representatives, officers and directors and its and their respective successors and assigns from and against any and all claims, actions, demands, damages or causes of action at law, in equity or otherwise and losses, costs and expenses and lawyers' fees and disbursements (including fees of expert witnesses) relating to or arising out of any personal injury to, death of, or occupational disease contracted by, a person performing any part or parts of the Work. Contractor agrees to indemnify and hold harmless STELCO as set forth above regardless of whether such claims demands, actions, causes of action, losses, damages, costs or expenses are caused or alleged to be caused by the conduct, fault or negligence of STELCO. STELCO may, at its election, be represented in any legal actions or settlement of such claims by lawyers of its own selection subject to indemnification by the Contractor for lawyers' fees and disbursements as described in this paragraph.

Article 24 PERMITS AND LICENSES

24.1. STELCO will secure and pay for any building permits, and for any other permits, licenses and easements as may be required for permanent structures or for permanent changes in existing structures, unless otherwise specified or provided in a particular contract, agreement or purchase order covered hereunder. Contractor shall secure and pay for all other licenses and permits which it may require to comply fully with all laws, ordinances, and regulations of the proper public authorities in connection with the performance of its Work. Contractor shall be responsible for all damages and shall indemnify and save STELCO harmless from and against all damages and liability which may arise out of the failure of Contractor to secure and pay for any such licenses and permits or to comply fully with any and all applicable laws, ordinances and regulations.

Article 25 WAIVER OF BREACH

25.1. Any failure by STELCO at any time, or from time to time, to enforce or require the strict keeping and performance by Contractor of any of the terms or conditions of this Agreement, shall not constitute a waiver by STELCO of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of STELCO at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

Article 26 AUDIT

26.1. Contractor shall maintain, in accurate and complete order, all books and records (whether in printed, electronic or other format) associated with the Work performed and charges invoiced to and paid by STELCO pursuant to this Agreement. Such books and records shall also include (without limitation) all records relating to any (i) changes or extra Work, (ii) claim(s) for allowable adjustment of the contract price or schedule, (iii) entertainment, gifts and/or business, financial or other transactions between Contractor and any STELCO employees, (iv) allowable termination costs and (v) any other allowable charges covered under this Agreement. Such books and records, and all other books and records of Contractor relating to this Agreement, shall be open to inspection and/or audit by representatives of STELCO during reasonable business hours during the life of this Agreement and for a period of three (3) years thereafter.

26.2. Contractor, through appropriate provision in its subcontracts and purchase orders, shall require its subcontractor(s) and/or supplier(s) to (i) similarly maintain and preserve accurate and complete books and records (as described under Article 26.1) relating to each subcontract and/or purchase order awarded or issued by Contractor in connection with this Agreement, and (ii) permit the inspection and/or audit thereof by STELCO upon the conditions and time period as provided in Article 26.1.

26.3. Any failure by Contractor to cooperate fully in producing or making available all books and records covered by a STELCO audit request hereunder, so as to permit a timely and complete inspection and audit thereof by STELCO, shall constitute a material breach of this Agreement.

Article 27 FORCE MAJEURE

27.1. Other than as expressly provided elsewhere in this Agreement, neither party shall have any liability for delays in performance to the extent caused by acts of God, acts of war, insurrection, or the public enemy, acts of government, shortage of cars, embargoes or delays in transportation, strikes, picketing, lockouts or other labor disturbances, fires, floods, earthquake or other force or violence of the elements (including adverse weather), compliance with or other action taken to carry out the intent or purpose of any law or administrative regulation having the effect of law now or hereafter enacted, or any other contingency beyond the reasonable control of the party affected thereby. In the event of any such occurrence of force majeure, the time for the party's performance affected thereby shall be extended for such period as reasonably required under the circumstances, subject to such party's compliance with the provisions of Article 27.3 below. The foregoing notwithstanding, Contractor shall take all reasonable steps to mitigate the impact which any force majeure occurrence affecting it may have on the contract schedule for the affected Work involved.

27.2. If adverse weather conditions not reasonably anticipated are the basis for a claim by Contractor for additional time, such claim shall be documented by data substantiating that (1) weather conditions were abnormal for the period of time and location based on historical data, (2) the abnormal weather could not have been reasonably anticipated, and (3) that weather conditions had an adverse effect on the critical path schedule for the affected Work.



27.3. As soon as reasonably possible after the commencement of events or circumstances that may cause any delay by force majeure on account of which either party claims that it is entitled to any extension of time for performance of its obligations hereunder, and in any event within 48 hours, such party shall advise the other by written notice of the date when such delay commenced, and the reasons therefore as enumerated in this Article 27. Likewise, as soon as reasonably possible after the delay ends, and in any event within 48 hours, the affected party shall advise the other by written notice of the date when such delay ended, and the date when the affected performance was or shall be resumed hereunder. Failure to provide the written notices within the time periods as herein provided shall constitute a waiver of the affected party's right to an extension of time as to any force majeure event or occurrence for which such notices are not provided to the other party.

27.4. Any request by Contractor for an extension of contract time by reason of any force majeure event or occurrence hereunder shall be made in accordance with the provisions of Article 12.

Article 28 LIMITATION OF LIABILITY

Except for a breach of Article 32 or Contractor’s obligations under Article 22 or where Contractor has acted with recklessness, negligence, fraud or has willfully misconducted itself, each party’s liability shall not exceed two times the fees paid or payable to Contractor under this Agreement. This limitation of liability shall apply to the fullest extent allowed by Applicable Law and shall apply to any claim, liability or damages, including, claims, liabilities or damages based in negligence or other tort, contract, warranty, statute or common law.

Article 29 NOTICES

29.1. All notices required by this Agreement shall be in writing and shall be considered to have been validly given when delivered by hand, or deposited for mailing by Canada Post, Registered Mail service, to the address of the party to whom such notice is directed (as set forth below), or sent by facsimile transmission or email or other means of written communication that effectively conveys the message to the party to whom such notice is directed, as follows:

If addressed to STELCO:

| | |
|--|---|
| All correspondence to be delivered to both recipients: 386 Wilcox Street, Hamilton, Ontario, L8L 8K5, Canada | |
| TBA Email: TBA@Stelco.com Tel.: + 1 (905) 528-2511, ext. TBA office, +1 (905) TBA cell. | Paul A. Simon, General Counsel Email: Legal@Stelco.com Tel.: +1 (905) 577-4434 office |



If addressed to the Contractor:

| | |
|---|--------------------------------------|
| All correspondence to be delivered to: | |
| Email: Tel.: | Email: Tel.: |

Either Party may change its recipients by giving prior written notice to the other Party.

29.2. It is expressly understood by Contractor that all written notice requirements of this Agreement shall be strictly construed and that such requirements are a condition precedent to pursuing any rights or remedies by Contractor covered under this Agreement. Contractor agrees not to claim any waiver by STELCO of such notice requirements based upon STELCO having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for any failure by Contractor to comply with an express written notice requirement as provided under this Agreement.

Article 30 STATUS/AUTHORITY OF CONTRACTOR

30.1. Contractor shall be an independent Contractor in all respects connected with this Agreement. Contractor is not and shall not represent itself as an affiliate or agent of STELCO. Contractor shall have no authority and shall not represent that it has any authority to assume or incur any obligation of any kind in the name of STELCO.

30.2. The relationship of Contractor to STELCO under this Agreement shall be solely that of an independent contractor. Nothing contained herein or any other documents comprising a part hereof shall be deemed to constitute or create a relationship of agency, joint venture, partnership or any relationship other than that as herein specified. Contractor shall be solely responsible for the hiring, discharge and payment of its employees. Contractor shall secure all necessary permits and licenses related to the employment of its personnel required in the performance by Contractor of the Work and services covered under this Agreement. Contractor shall indemnify and save STELCO harmless from and against any and all claims for the failure to obtain such permits and licenses.

Article 31 PATENTS/TECHNICAL INFORMATION

31.1. All inventions, discoveries and improvements, whether patentable or non-patentable, made, devised, or discovered by Contractor, its agents, servants, employees, consultants or officers in the course of, in connection with, or in any way as a consequence of its performance of this Agreement or making use of any information disclosed to it by STELCO shall be promptly disclosed in writing to STELCO, and shall redound to the benefit of, and become and remain STELCO’s sole and exclusive property. Contractor shall procure the execution of any application for patent on any such inventions, discoveries and improvements, which STELCO may cause to be prepared, together with an assignment of the entire right, title and interest therein for the United States, Canada and all other

countries and a waiver of any applicable moral rights. Contractor warrants that all its officers, employees and consultants who are to be assigned to Work provided for hereby have executed written contracts binding them to perform as stated herein. Contractor shall obtain like provisions in contracts with any of its subcontractors or suppliers hereunder.

31.2. Copyright in all software models and computer programs, flow charts, source code, object code, instructions, text, visual designs and displays, and all other related works (hereinafter called "such Works") created by or on behalf of Contractor under this Agreement shall be owned solely by STELCO. To the extent that any such Works may be considered a Work Made For Hire under applicable copyright law, such Works shall be a Work Made For Hire under the Act and Contractor shall assign all its rights, title and interest in copyright in such Works to STELCO. To the extent that any such Works may not be considered a Work Made For Hire, Contractor shall obtain execution of assignment(s) to STELCO of all right, title and interest in copyright in such Works by all employees and consultants of Contractor, and Contractor's subcontractors, their employees and consultants who were involved in creation or development of such Works. Contractor shall mark all copies of such Works with a copyright notice consistent with STELCO's ownership thereof. All material objects containing such Works shall be the sole, exclusive property of STELCO and shall be delivered by Contractor to STELCO upon expiration or termination of this Agreement or upon completion of the Work hereunder, whichever is earlier.

31.3. In the event STELCO shall make available to Contractor any test data, design criteria, concepts, drawings, specifications, methodologies or other information relating to STELCO's facilities and operations (herein collectively called "Information"), such Information shall be provided for the sole purpose of enabling Contractor to perform this Agreement. Contractor acknowledges the proprietary rights of STELCO in and to such Information and the valuable and confidential nature thereof, and agrees that such Information shall be accepted and maintained on a confidential basis and shall not be used for any purpose other than to implement its obligations hereunder or disclosed to persons other than representatives of STELCO. All such Information in tangible form shall be promptly returned to STELCO upon completion of the Work hereunder or termination of this Agreement.

31.4. All drawings, sketches and specifications provided by Contractor to STELCO shall become STELCO's property and may be used in any way STELCO desires for operation, repair and maintenance of any facilities and/or equipment furnished and/or installed by Contractor pursuant to this Agreement, as well as for obtaining spare and repair parts therefor by STELCO. No notations restricting STELCO from such uses shall appear on such drawings or specifications, and any restrictions of such type as may appear thereon shall be null and void.

31.5. All obligations of confidentiality provided for under this Agreement shall survive the expiration or termination of this Agreement.

31.6. Contractor represents that any product or service or part thereof used in the performance of the Work, including, but not limited to, software, service and system design under this Agreement

shall not infringe on any Canadian or foreign patent, copyright, trade secret or other proprietary right covering such product or service.

Article 32 CONFIDENTIALITY/SECRECY

32.1. If not otherwise stated in this Article 32, the terms of the Non-Disclosure Agreement dated **Month Day, Year** entered into between STELCO and Supplier apply, and such Non-Disclosure Agreement is hereby amended to continue for a term of two (2) years following the termination or expiry of this Agreement.

32.2. All materials, documents, drawings, specifications and all other information given to Contractor, directly or indirectly, by STELCO in connection with this Agreement are the property of STELCO and shall be treated as confidential by Contractor and shall not be used by Contractor for any purpose other than the fulfillment of this Agreement and shall be immediately returned to STELCO upon request.

32.3. Contractor shall grant to STELCO a non-exclusive, non-transferable and permanent license to use any part of the supplied Goods, including software (if applicable).

32.4. The obligations and restrictions stipulated in this Article 32 shall survive any termination or expiry of the Agreement.

Article 33 RESPONSIBILITY FOR SAFETY OF PERSONS AND PROPERTY

33.1. The safety of the persons employed by Contractor and its subcontractors on STELCO's premises, and/or any other person who enters upon STELCO's premises for reasons relating to Work performed during the term of and governed by this Agreement shall, as between STELCO and Contractor, and to the maximum extent permitted by applicable law, be the sole responsibility of Contractor. Contractor shall at all times maintain good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

33.2. With respect to all Work performed under and governed by this Agreement, Contractor shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon STELCO's premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workmen and others against any conditions on STELCO's premises which could be dangerous and to prevent accidents of any kind whenever Work is being performed in proximity of any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by the Contractor, its subcontractors, agents, servants or employees or by STELCO or other persons.

33.3. Contractor shall confine all equipment and Contractor's employees and all other persons who come onto STELCO's premises at Contractor's request or for reasons relating to the performance of Work governed by this Agreement to that portion of STELCO's premises where the Work is to be

performed or to roads leading to and from such Work sites, and to any other area which STELCO may permit Contractor to use. Contractor agrees to cause such Work sites and assigned storage areas on STELCO's premises to be kept in a neat and orderly manner consistent with STELCO's established housekeeping guidelines, and in full compliance with all laws, rules or regulations as may be applicable thereto.

33.4. Contractor shall fully, faithfully and expeditiously discharge its responsibilities pertaining to maintenance of a safe job site, including but not limited to, maintaining order among its employees, and keeping its assigned Work areas in a clean and orderly condition in compliance with good housekeeping practices and laws or regulations applicable thereto. In the event that Contractor, in STELCO's judgment, fails to comply with its obligations hereunder relative to the proper maintenance of its assigned Work areas, STELCO may direct corrective action either by Contractor or others at Contractor's sole cost and expense.

33.5. Contractor shall adhere to all plant specific safety requirements. All contractors, delivery drivers, sales and service personnel, subcontractors and general visitors shall comply with all plant specific safety and/or plant visitor rules and other applicable safety and security requirements of STELCO. Additional copies of all such safety requirements, visitor rules and security requirements are available from STELCO's Safety Department.

33.6. Contractor, in connection with performance of the Work, agrees to be bound by and comply (and require its subcontractors to comply) fully with all Contractor safety requirements as are effective and made applicable by STELCO, during the term of this Agreement, to Contractor's performance of Work on STELCO's premises (hereinafter called "Safety Requirements"). **CONTRACTOR UNDERSTANDS THAT ANY SAID SAFETY REQUIREMENTS AS MAY BE PROVIDED BY STELCO TO CONTRACTOR ARE PROVIDED FOR INFORMATION PURPOSES ONLY AND ARE NOT INTENDED TO (AND DO NOT) PROVIDE LEGAL OR OTHER PROFESSIONAL ADVICE AND STELCO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION CONTAINED THEREIN SATISFIES REQUIREMENTS OF FEDERAL, OR PROVINCIAL LAWS OR MUNICIPAL BY-LAWS. CONTRACTOR AGREES THAT IT SHALL CONSULT WITH AND RELY SOLELY UPON ITS OWN LEGAL COUNSEL OR OTHER QUALIFIED PERSONS WITH RESPECT TO SATISFYING REQUIREMENTS OF ANY SUCH LAWS AS ARE APPLICABLE TO THE WORK. CONTRACTOR ACKNOWLEDGES AND AGREES THAT (I) IT IS NOT RELYING ON ANY CLAIM OR REPRESENTATION OF STELCO RELATIVE TO ANY SAID SAFETY REQUIREMENTS, (II) STELCO EXPRESSLY DISCLAIMS ANY CLAIM OR REPRESENTATION THAT THE INFORMATION CONTAINED IN ANY STELCO SAFETY REQUIREMENTS WILL PRODUCE ANY PARTICULAR RESULTS, AND (III) STELCO SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE DESIGN, IMPLEMENTATION AND/OR ENFORCEMENT OF ANY STELCO SAFETY REQUIREMENTS.**

Contractor, for itself, its successors and assigns, agrees to defend, indemnify and hold harmless STELCO and its directors, agents, servants and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, together with any and all losses, costs, or expenses and legal fees, in connection therewith or related thereto, asserted by any person

or persons, including Contractor and/or employees of Contractor, for disease, bodily injuries, death or property damage arising or in any manner growing out of the Work or any additions or changes thereto governed by this Agreement to the extent such claims allege errors or omissions in the design, implementation or enforcement of safety requirements.

Article 34 ENVIRONMENTAL COMPLIANCE

34.1. Contractor shall be responsible for the handling, transportation, removal from STELCO's premises and disposal of all waste materials arising and/or generated by or from the Contractor's, or its subcontractor(s)', performance of the Work or services covered hereunder in a safe and workmanlike manner, and in full compliance with all applicable environmental laws, ordinances, orders, rules and regulations of Federal, provincial and municipal environmental enforcement agencies having jurisdiction over the materials and/or activities involved. Contractor also to be knowledgeable of applicable ISO 14001 requirements and be aware of the Stelco Environmental Policy prior to performing work on STELCO's premises. Contractor will obtain, and require its subcontractor(s) (if any) to obtain, all permits, licenses, certificates or approvals required to comply with applicable environmental laws, ordinances, orders, rules and regulations of Federal, provincial and municipal environmental enforcement agencies in connection with the handling, transportation and/or disposal of such waste materials. Contractor shall be responsible for and shall indemnify and save STELCO harmless from and against all damages and liability which may arise under any environmental law, ordinance, order, rule or regulation arising out of or caused by any action of the Contractor, or its subcontractors, including, but not limited to, the failure of Contractor, or its subcontractors, to secure any such licenses and permits, etc. or to comply fully with any and all applicable environmental laws, ordinances, orders, rules and regulations as hereinabove provided.

34.2. Contractor shall be solely responsible for the proper handling and storage of all materials used by Contractor or its subcontractors in the performance of the Work covered hereunder. Such materials shall be stored by Contractor in full compliance with STELCO's established safety requirements and all governing laws, rules and regulations as applicable to the type of materials involved or to the storage thereof. Contractor shall not store, or permit to be stored, on STELCO's premises any materials not used in the performance of the Work hereunder.

34.3. In the event Contractor in the performance of the Work encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other listed hazardous waste, Contractor shall immediately report such condition to STELCO's Health & Safety Department for review, to be followed, as soon as practicable, by a written report. Contractor shall continue with performance of the Work (as so involved) except as to any affected portion thereof, if any, which STELCO directs in writing to be suspended pending a review of the reported condition involved. Any suspension of the affected Work by STELCO shall be governed by Article 17. STELCO shall have the right to have any required clean-up (or remediation) of any such reported condition performed by Contractor or, at STELCO's sole option, by STELCO's own forces or by such other parties as STELCO may select; all at STELCO's cost and expense. In addition, STELCO may, at its sole option, elect to terminate this Agreement, in whole or in part, for its own convenience under Article 18: Termination, based upon STELCO's determination of its best interests under the circumstances involved.

34.4. Contractors must comply with all applicable STELCO, Federal, Provincial and Local environmental control rules and regulations. Contractors are required to adhere to spill prevention regulations and shall immediately notify STELCO's Health & Safety Department of any spill or release.

Article 35 PUBLICITY

35.1. Contractor shall not publicly disclose the award of or any other information respecting this Agreement without the prior written authorization of STELCO. Requests by Contractor for such disclosure, whether by publicity releases, advertisements, association papers, internal publications, video presentations and/or other types of disclosure likely to become public information shall be submitted to STELCO for prior approval.

Article 36 CAPTIONS

36.1. Captions used in this Agreement are inserted for convenience of reference only and shall not affect construction of the respective articles or subdivisions captioned.

Article 37 ENTIRE AGREEMENT

37.1. This Agreement (including the other Contract Documents comprising a part hereof) contains the complete, final and exclusive statement of the terms of the agreement between STELCO and Contractor relating to the subject matter hereof, and supersedes any and all other prior or contemporaneous agreements or understandings, whether written or oral, express or implied between them; any and all past, current or possible future claims under which are hereby unconditionally and forever released and waived as between the parties by execution of this Agreement. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, purchase orders or acknowledgements, letters or agreements purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless hereafter made in a writing that specifically amends this Agreement and signed by representatives of both parties authorized to amend this Agreement. The parties declare that they have had recourse to legal counsel during the negotiation of this Agreement and have read, fully understood and agree to be bound by all terms contained herein.

37.2. In case any one or more of the provisions of this Agreement is/are adjudged to be invalid, illegal or unenforceable in any respect pursuant to a final determination of any court of competent jurisdiction or by future legislative action, the validity, legality and enforceability of any of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Article 38 COMPLIANCE WITH LAWS

38.1. The Contractor will comply with all applicable government requirements including those relating to the delivery of Work. A Government Requirement includes any law, order, rule, policy, guideline, regulation or requirement of a Government. The term Government refers to any federal,

provincial or municipal government and any governmental body or entity (at any level, whether within Canada or a foreign country) that regulates the Contractor's activity related to this Agreement.

38.2. Without limiting the generality of any provision in this Agreement, the Contractor shall not, in connection with its obligations under this Agreement: (a) use forced labour, regardless of its form; (b) employ any person below the age of 15, unless it is part of a government-approved job training, apprenticeship or other program that would be clearly beneficial to its employee participants; or (c) engage in physically abusive disciplinary practices.

38.3. The Contractor shall maintain and pay for all permits, licenses and other authorizations required for the performance of Contractor's obligations under this Agreement.

38.4. Any provisions required to be included in an agreement of this type by any applicable and valid federal, provincial or municipal law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Article 39 GOVERNING LAWS AND REGULATIONS

39.1. This Agreement shall be governed by the laws of the Province of Ontario, excluding Ontario conflict of laws rules.

39.2. Any provisions required to be included in a contract of this type by any applicable and valid Federal law, Provincial law or municipal by-law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Article 40 ANTI-CORRUPTION AND ECONOMIC SANCTIONS COMPLIANCE

40.1. Anti-Corruption Compliance

40.1.1. Contractor hereby represents and warrants to STELCO that Contractor is aware of and familiar with the provisions of the Canadian Corruption of Foreign Public Officials Act, as amended, (the "CFPOA") the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), and their purposes and any other anti-corruption law applicable in a jurisdiction in which Contractor may have conducted or will conduct business and that neither Contractor nor any of its agents or intermediaries that will be utilized to provide the services contemplated herein has violated any applicable anti-corruption law. In conducting the services herein, Contractor represents and warrants that it, and each of its directors, officers, and employees, as well as any subcontractors, agents, representatives, vendors, and any other intermediaries/third parties that it engages pursuant to this Agreement, will comply in full with the CFPOA, the FCPA and any other applicable anti-corruption laws.

40.1.2. Contractor hereby represents and warrants that it has not given and will not give, offer, or promise, directly or indirectly, money or any other thing of value to a Government Official, or to any other individual or entity under circumstances that would cause Contractor to know or have reason to know that all or any portion of such money or thing of value has been or will be offered to any Government Official, for the purpose of inducing the Government Official to do any act or make any

decision in his or her official capacity or use his or her influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist Contractor or STELCO in obtaining or retaining any business or securing any other improper advantage.

40.1.3. For purposes of this Agreement, a “Government Official” is (a) an officer, employee, or any person acting in an official capacity for or on behalf of a government, including its departments, agencies, instrumentalities, quasi- or partially-government owned or controlled entities, or recently privatized government entities; (b) an officer or employee of an international organization (e.g., World Bank, United Nations); (c) an officer or employee of a political party or any party official, or a candidate for political office; (d) a member of the royal or ruling family of a country; or (e) any individual who is a principal or senior manager of, or who has an immediate family or close personal relationship or business ties with, any of the foregoing individuals or entities.

40.1.4. Contractor hereby represents and warrants to STELCO that Contractor has not given, offered, or promised, and will not give, offer, or promise, directly or indirectly, any benefit, money or any other thing of value to any foreign public official, commercial individual or entity intended to cause the recipient or the organization for which the foreign public official performs duties or functions, to do something favoring Contractor or STELCO or to refrain from doing something disadvantaging Contractor or STELCO, or otherwise intended to gain Contractor or STELCO an illicit advantage in a commercial or public transaction.

40.1.5. Contractor and its directors, officers, employees, subcontractors, agents, representatives, vendors, and any other third parties that it engages in connection with this Agreement will not provide to Government Officials, in connection with or on behalf of STELCO, (a) any facilitation payments or (b) charitable and/or political contributions. Contractor will obtain advance written permission from STELCO before providing or paying for any gifts, entertainment, or travel for Government Officials, other than nominal and customary items that are permissible under local law (e.g., a Stelco-logo coffee mug).

40.1.6. At STELCO’s discretion, STELCO may provide anti-corruption training to Contractor, which will be completed within a reasonable period of time and, in any event, generally prior to beginning performance.

40.1.7. Neither Contractor nor any of its directors, officers, employees, subcontractors, agents, representatives, vendors, or any other third parties that it may engage in connection with this Agreement is a Government Official or has a family relationship with any Government Official in the jurisdictions in which it or they will conduct business pursuant to this Agreement, except as disclosed to, and agreed to in writing by, STELCO.

40.1.8. If, during the course of the Agreement, Contractor learns that it or any of its directors, officers, employees, subcontractors, agents, representatives, vendors, or any other third parties that it engages in connection with this Agreement will become a Government Official or an agent, representative or consultant to a Government Official, Contractor will promptly disclose this to

STELCO in writing and will ensure that the Agreement and continued performance thereunder remains in compliance with Canadian law.

40.1.9. Without STELCO's prior written approval, neither Contractor nor any of its directors, officers, employees, subcontractors, agents, representatives, vendors, nor any other third parties that it engages in connection with this Agreement will engage any other person to work in connection with this Agreement or make any commitments on behalf of STELCO to a government, government-owned or government-controlled entity or a Government Official. Contractor shall keep STELCO closely advised of all communications and contacts with Government Officials made on behalf of STELCO in connection with this Agreement.

40.1.10. Contractor agrees that it will, at the request of STELCO and at least annually, certify the continuing accuracy of the anti-corruption representations and warranties set forth in this Agreement. Contractor further agrees that, should it learn of information regarding any possible violation of laws and regulations in connection with the transactions that are the subject of this Agreement, Contractor will immediately advise STELCO of such knowledge or suspicion. Contractor further agrees that it will cooperate in any resulting investigation by STELCO or its agents.

40.1.11. Contractor agrees that it shall maintain, in accurate and complete order, all books and records (whether in printed, electronic, or other format) associated with the services and transactions contemplated by the Agreement and charges invoiced to, and paid by, STELCO pursuant to the Agreement. Such books and records shall include, without limitation, records relating to any (i) gifts, entertainment, or travel for Government Officials and potential customers and (ii) business, financial or other transactions between Contractor and Government Officials and potential customers. Such books and records, and all other books and records of Contractor relating to the Agreement, shall be open to inspection and audit by representatives of STELCO during reasonable business hours during the life of the Agreement and for a period of seven (7) years thereafter. Any failure by Contractor to cooperate fully in making available all books and records covered by an audit request pursuant to this Agreement, so as to permit a timely and complete inspection and audit thereof, shall constitute a material breach of the Agreement.

40.1.12. STELCO may terminate this Agreement immediately by written notice for cause in the event that (i) STELCO forms a reasonable, good faith belief that Contractor or one of its directors, officers, employees, subcontractors, agents, representatives, vendors, or any other third parties that it engages in connection with this Agreement has engaged in conduct in violation of this Agreement or applicable anti-corruption laws in connection with the services provided under this Agreement; or (ii) the continuation of this Agreement would violate any applicable anti-corruption laws. In the event of such termination, all existing contractual obligations (including further compensation) may be declared null and void by STELCO, and all offers outstanding at the time of termination shall be deemed rescinded.

40.2. Economic Sanctions Compliance

40.2.1. Contractor represents and warrants that, with respect to its obligations under this Agreement and any other agreement with STELCO, it is currently in compliance with, and shall remain in compliance with, all Applicable Laws which prohibit, among other things, engaging in transactions with, and providing services to, certain countries, territories, entities and individuals.

40.2.2. Contractor further represents and warrants that none of the services that it provides to STELCO, including any goods supplied as a part of such services, shall involve, require interaction with, concern, or relate to, in whole or in part, any with any person with whom transactions are prohibited under applicable sanctions established pursuant to Applicable Laws. Contractor further represents and warrants that no part of the proceeds from any transaction with STELCO constitutes or will constitute funds obtained on behalf of any such person or will otherwise be used, directly or indirectly, in connection with any investment in, or any transactions or dealings with, any such person.

40.2.3. Contractor hereby acknowledges and agrees that Contractor's breach of any of the terms of this Article 40.2 at any time during the term of this Agreement shall be a material breach of this Agreement.

40.2.4. Contractor hereby agrees to indemnify, defend and hold harmless STELCO and its officers, directors, and employees from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by Contractor or its agents of this representation and warranty. STELCO may reject, suspend, or cancel any transaction involving a sanctioned person without penalty or payment for the rejected, suspended, or cancelled services, and/or cancel or terminate this Agreement or any applicable agreement in whole or in part, if it has a good faith basis for believing that Contractor or its agent has violated or intends to violate the above representation and warranty. Contractor shall pay all costs, additional fees, penalties, rush payments, and damages for nonconforming services furnished in violation of this Article 40, including, but not limited to, any damages incurred as a result of STELCO having to purchase the services from an alternative seller.

{Remainder of page intentionally left blank; signature page follows.}



The Parties hereto have executed this Contract as of the Effective Date.

Signed for and on behalf of
STELCO INC.

Signed for and on behalf of
CONTRACTOR

Signature

Signature

Name

Name

Title

Title

APPENDIX A: SERVICES

In the event of any conflict or discrepancy between the provisions of the Agreement and this APPENDIX A: SERVICES, the provisions of the Agreement prevail.

[DETAIL DESCRIPTION OF SERVICES TO BE ENTERED].

APPENDIX B: PRICES

Following rates apply for the services provided by Contractor, to be paid by STELCO to Contractor.

Contractor shall submit to STELCO the consolidated invoice for the services provided for each full calendar month, after the completion of the services. The invoice to be paid as Net 60 days after the receipt of the invoice by STELCO.

[DETAIL PRICE SPREADSHEET TO BE ENTERED]

APPENDIX C: REBATE

Following rebate rates apply for the services provided by Contractor as defined in this Agreement:

| Total annual amount range (CAD) | | Rebate |
|---------------------------------|--------|--------|
| \$ 0.00 | \$ XXX | X.XX % |
| \$ XXX | \$ XXX | X.XX % |
| \$ XXX | \$ XXX | X.XX % |
| \$ XXX | above | X.XX % |

At each anniversary of the Agreement or after this Agreement is terminated or expired, but not later than thirty (30) days after that date, total amount for the services provided by Contractor during the period since the previous rebate period (or, for the first anniversary, from the Effective Date) to be reconciled by both Parties, and level of rebate to be agreed based on the table above.

For clarity, the rebate calculation to be applied to the aggregate amount of provided services during the rebate period, net of applicable taxes.

Contractor will issue the cheque payable to STELCO for the appropriate rebate amount, within thirty (30) days after the receipt of the invoice from STELCO.

APPENDIX D: TCO (TOTAL COST OF OWNERSHIP) REDUCTION

STELCO's Total Cost of Ownership reduction program is intended to continually drive down costs throughout the operations of STELCO through the identification, development, and implementation of activities, projects and initiatives pertaining to the commodities and/or services provided by Contractor.

Contractor commits to the following documented cost savings; these values are expressed as a percent of the total annual dollar value of business awarded by STELCO to Contractor, prior to the application of discounts and rebates. For Year 1, the total annual value of Basic Monthly Services to be used as the baseline; for future years, previous year's total annual spend to be used as the baseline for the applicable percentage to be applied against:

- Year 1: X %
- Year 2: X %
- Year 3: X %

At each anniversary of the Agreement or after this Agreement is terminated or expired, but not later than thirty (30) days after that date, total amount of cost savings achieved by Contractor and STELCO since the previous TCO reduction period of the Agreement to be agreed and reconciled by both Parties.

Should Contractor be unable to achieve the documented minimum cost savings in any given year, Contractor shall issue the cheque to STELCO for the difference between the achieved percentage and the above detailed expectations. Contractor will issue the cheque payable to STELCO for the appropriate rebate amount, within thirty (30) days after the receipt of the invoice from STELCO.