

ATI SUPPLIER ONBOARDING CHECKLIST

Please use this table as a guide for all information required to complete the ATI Supplier Onboarding process.
 Please click [here](#) to determine if any supplemental documentation is required.

Type of supplier	Supplier Onboarding Forms Pages 2 - 4	Certificate of Insurance Pages 5 - 6	Services Agreement Pages 7 - 8	Conversion Letter Page 9
1 - Not on Site - Conversion and Repairs	✓	✓	N/A	✓
2 - Not on Site - Conversion Only	✓	✓	N/A	✓
3 - Not on Site - Repairs Only	✓	✓	N/A	N/A
4 - Not on Site - No Conversion or Repairs	✓	N/A	N/A	N/A
5 - On Site - Conversion and Repairs	✓	✓	✓	✓
6 - On Site - Conversion Only	✓	✓	✓	✓
7 - On Site - Repairs Only	✓	✓	✓	N/A
8 - On Site - No Conversion or Repairs	✓	✓	✓	N/A

Required Attachments	W-9	W-8BEN*	Non-US Source Designation Statement Page 10
United States Suppliers	✓	N/A	N/A
Non-United States Suppliers	N/A	✓	✓

* Foreign suppliers must provide a copy of their W-8BEN-E (Entity) or W-8BEN (Individual).

Your company's account cannot be created in our system until this information is received in full & complies with the instructions within this form.



ATI Supplier Onboarding Form

- Thank you for your interest in serving the needs of the ATI Companies.
- Please review and complete this form, sign, date, scan and save to your computer for your records.

Supplier Requirements

- Supplier has read and agrees to the Supplier Expectations & Supply Chain Policies, ATI's Standard Purchase Terms & Conditions, and Onboarding Processes & Documents posted on ATI's public website at: <https://www.atimaterials.com/aboutati/suppliers> (any of foregoing documents may be revised by ATI, with such revisions effective 60 days after posting of the foregoing website)
- Supplier has read and understands ATI's [Corporate Guidelines for Business Conduct and Ethics](#)
- Supplier acknowledges that a standard [W-9 \(W-8BEN\)](#) if a foreign supplier filing as an Individual, or, [W-8BEN-E](#) if a foreign supplier filing as an Entity) must be on file, and:
 - If the information provided does not exactly match the remit to name on invoicing, payment will be delayed
 - Purchase Orders cannot be processed until such information is received in full
- Supplier acknowledges that Purchase Orders will be transmitted electronically
- Supplier acknowledges all invoices require a valid purchase order for payment
- Supplier acknowledges they will be paid via ACH and will complete the EFT form below
- Supplier intending to be legally bound agrees that acceptance of a Purchase Order from any ATI Company, including acceptance of ATI's Standard Purchase Terms & Conditions, shall occur upon the happening of any of the following event(s):
 - 1. Receipt by ATI of acknowledgment of the Purchase Order
 - 2. Supplier's commencement of performance of the Purchase Order
 - 3. Supplier's notification to ATI of its intent to deliver or provide goods or services
- Supplier understands that depending upon the type of goods or services, additional terms and conditions, as required by ATI, may apply
- Supplier understands and agrees that ATI Standard Payment terms are Net 90 days and ATI's standard freight term is DDP (Incoterms 2010) Destination (ATI Receiving Location)
- Supplier is Equal Opportunity and Affirmative Action compliant
- Supplier is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of purchase orders/contracts

Please select from drop down box below the ATI Business Unit you wish to do business with:

ATI Business Unit : _____

ATI Contact Name(s) : _____

By signing you certify you have read and agree to the Supplier Requirements:

Supplier Signature: _____



REQUIRED INFORMATION FOR SUPPLIER SETUP

To establish an account with ATI, all of the following information is required. A standard W9 or W8 must also be on file. If the information provided does not exactly match the remit to name on invoicing, payment will be delayed.

Company Name _____

Business Type

Corporation _____ Individual
Partnership _____ LLC

Invoice Remit to Name _____

Small Business Type (if registered)

Minority Owned _____ Woman Owned

Invoice Remit to Address _____
City _____ State _____
Zip _____ Country _____

Veteran Owned _____ HUB Zone

Purchase Order Mailing Address: _____

Service-Disabled

City _____ State _____
Zip _____ Country _____

Small Disadvantaged

Purchase Order Email Address: _____

Conflict Minerals Content
Do any of the products which your company could supply to ATI contain any Conflict Minerals, which are defined as Tin, Tantalum, Tungsten or Gold?

1099 Required: Yes _____ No _____

Yes _____ **No** _____

*If yes, Please provide the country of origin of conflict minerals(s).

Federal Taxpayer ID Number: _____

NAICS # _____

D&B Number: _____

Website _____

EDI Capable: Yes _____ No _____

ISO/QS Certified: Yes _____ No _____

Type _____

Product description or Service to be performed: _____

Service to be performed at: _____

ATI Location _____

Supplier Location _____

Product Country of Origin: _____

Delivery By: Commercial Carrier _____

Company Vehicle _____

Payment Terms: Standard terms are Net 90

Supplier's Primary Sales Contact: _____

Phone # _____
Email _____

Supplier's Primary Accounting Contact: _____

Phone # _____
Email _____

Your company's account cannot be created in our system until this information is received in full & complies with instruction on this form.

EFT Request Form

NOTE: Changes to existing vendor banking instructions can take up to thirty (30) days to process.

All supporting documentation must be submitted along with the approved, completed form.

Form of Payment:

<input type="checkbox"/>	Wire Transfer	<input type="checkbox"/>	ACH
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Name on Bank Account	
Vendor Name ⁽¹⁾	
Vendor Address	
Bank Name	
Bank Address	
ABA ⁽²⁾ or Routing Number (if domestic) for ACH or Wire	
Account No. (If Domestic) for ACH or Wire	
Swift code ⁽³⁾ (if International)	
IBAN ⁽⁴⁾ No. (if International)	
OBI ⁽⁵⁾ Reference Info Requested (Invoice No., Customer No., For further credit to, etc.)	
Vendor Email Address	
For automated confirmations (if produced)	
Name of Person Completing Form:	

(1) Normally the same name

(2) ABA = routing number. NOTE: The routing number for ACH payment and wire transfers may be different.

(3) Swift code = business Identifier codes used to identify banks and financial institutions globally

(4) IBAN = International bank account number

(5) OBI = Originator to Beneficiary Information. This information should be included on the bank statement and includes items such as invoice numbers, customer number, etc.

APPROVED AND VERIFIED (ATI USE ONLY)

As preparer of the EFT request form, I confirm the banking information above has been verified both verbally and through written communication with a known contact that was not included in the request to change banking terms (i.e., new email)	ATI EFT Form Verifier	
	Date	



PRIOR TO BEGINNING THE COI PROCESSES

A certificate is compliant provided that all of ATI's minimum insurance standards are met.

Minimum Insurance Requirements

Verify that the certificate is in compliance with the minimum requirements.

Required Line of Coverage	Accepted Types of Insurance	Limit Requirement
General/Excess Liability		Aggregate Combined: \$1,000,000.00 Each Occurrence Combined: \$1,000,000.00
Automobile Liability	Any Auto All Owned Autos Hired Autos Non-Owned Autos Scheduled Autos	Combined Single Limit: \$1,000,000.00
Workers Compensation & Employee Liability <i>(Not required for Sole Proprietors, Independent Contractors, or Self-Employed/Freelancers)</i>		E.L. Disease – EA Employee: \$1,000,000.00 E.L. Disease – Policy Limit: \$1,000,000.00 E.L. Each Accident: \$1,000,000.00
Risk Transfer Language Certificate Holder Name and Address	Certificate Holder is included as additional insured as respects agreement/contract	

Additional Requirements

The supplier must issue a new certificate of insurance within 30 calendar days before expiration/renewal showing the new policy period and/or insurance carrier as appropriate. Similarly, notification must be provided 10 calendar days in advance of cancellation or reduction of coverage. If the supplier terminates their policies, they must provide immediate written notification. If a supplier has fully used the aggregate limit of any required line of coverage, the supplier or their broker must notify ATI immediately. The supplier is required to provide the insurance company name(s), policy number(s), policy period, deductibles, and self-insurance retention (SIRs) applicable to the policies.

Note: Limit requirements are subject to higher levels of coverage depending on service provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(s), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERS

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ \$1,000,000
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$
	OTHER:						GENERAL AGGREGATE	\$ \$1,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$
	ANY AUTO							\$
	OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
	Hired AUTOS ONLY						BODILY INJURY (Per person)	\$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB							\$
	EXCESS LIAB						EACH OCCURRENCE	\$ \$1,000,000
	OCCUR						AGGREGATE	\$
	CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$						PER STATUTE	OTHE- R
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N	N / A				E.L. EACH ACCIDENT	\$ \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured as respects agreement/contract.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



SERVICES AGREEMENT

This Services Agreement ("Agreement") is made by and between and the party identified in the signature line at the end of this Agreement ("Contractor"). In consideration of the mutual covenants contained in this Agreement, and intending to be legally bound, the Company and Contractor agree as follows:

1. **Services to be Performed.** During the Term of this Agreement, the parties may enter into one or more statement of work addendums ("SOW") which will become effective when signed by both parties. Additionally, any Purchase Order issued by the Company to Contractor shall be considered a SOW to this Agreement and shall be deemed accepted by Contractor upon execution or written confirmation of Contractor or commencement by Contractor of the Services referenced in such Purchase Order. Contractor shall provide those services and supplies described in a SOW (collectively, the "Services"). Where this Agreement or the SOW describes a portion of the Services in general, but not in complete detail, the parties acknowledge and agree that the Services includes any incidental work and services that within the industry is customarily included in projects of the type contemplated by this Agreement, or that is reasonably necessary to achieve the objectives of the Company. Contractor will not perform any additional services or changes to the Services under any SOW without the prior written consent of the Company; provided, however, if additional services or changes are performed without Company's prior written consent, such services shall be subject to the terms and conditions hereof, except such services will be performed at Contractor's sole risk, liability and expense. Upon the Company's written consent to any additional services (including, without limitation, issuance of a Purchase Order), such services shall be deemed incorporated in the SOW and thereafter deemed Services hereunder. Each SOW shall be governed by terms and conditions of this Agreement. If a SOW includes any terms or conditions inconsistent with or in conflict with this Agreement, the terms of this Agreement shall control unless expressly provided in the SOW. References in any SOW to a proposal, quote or other document of Contractor shall only incorporate such document with respect to the description of the services and supply and shall not be deemed to incorporate any other terms and conditions of such document unless expressly agreed to in a signed writing by the Company. Any terms and/or conditions proposed by Contractor that are in addition to or in conflict with the terms of this Agreement are expressly objected to and rejected by Company.

2. **Contractor Obligations.**
 - (a) **Labor, Equipment and Materials.** Contractor will furnish, at Contractor's expense, all labor, supervision, equipment, and materials and supplies necessary to perform the Services. Subject to prior written approval of the Company, Contractor may use equipment or materials provided by the Company as is necessary for the careful performance of its duties but, should the equipment or materials be lost, damaged, or destroyed, Contractor will reimburse the Company for its replacement with equipment and materials of equal value, and for costs and expenses incident to replacement. Any replacement or reimbursement is subject to the reasonable approval of the Company. For so long as Contractor provides the Services at a Company facility ("Site"), the Company may, at the request of Contractor, provide designated space on the Site to Contractor for the purpose of storing materials, equipment and supplies utilized by Contractor in performance of the Services. Any designated space provided to Contractor shall be vacated and immediately surrendered by Contractor within five (5) working days after the date that Contractor ceases to provide the Services at the Site. In the event Contractor fails to remove all such materials, equipment and/or supplies, the Company shall deem all such property to be abandoned, and the Company is hereby authorized to dispose of such property as it so chooses at the sole cost, expense and risk of Contractor. The Company shall have no liability of any nature whatsoever with respect to any materials, equipment or supplies which are lost or stolen. Contractor shall bear the risk of loss on any goods or equipment to be purchased by the Company until delivered to the Site and accepted by Company.
 - (b) **Compliance with Laws and Permits.** Contractor will secure all permits and licenses required to perform the Services and Contractor and its employees will comply with all applicable federal, state, county and municipal laws, ordinances, rules, regulations and permits in connection with performance of the Services.
 - (c) **EH&S.** Contractor shall comply and cause its employees and representatives to comply with the Company's rules and regulations regarding environment, health and safety. Without limiting the foregoing, Contractor shall use its best efforts at all times to prevent injuries to any person at the Site. Contractor shall comply with all present and future laws, rules, regulations, ordinances, permits, orders, decrees and requirements which relate to environmental control, health and safety. With the exception of appropriate emergency actions necessary to prevent or contain the spread of hazardous substances, Contractor shall not take any action with respect to any matter affecting environmental control, health or safety without first obtaining written authorization from the Company.
 - (d) **Documents Requested.** Contractor shall provide all such data, reports, certifications, applicable permits and other documents or assistance related to the Services or this Agreement as may be requested by the Company from time to time.
 - (e) **Employment of Qualified/Licensed Personnel.** Contractor covenants and agrees to employ, either as employees or independent contractors, only duly qualified and licensed personnel to perform engineering, design, architectural or other professional services to the extent included in the Services.
 - (f) **Site Conditions.** Contractor shall maintain the Site clear of debris, waste materials and rubbish related to or otherwise generated by the Services. All such trash, debris and waste materials shall be removed from the Site and properly disposed of by Contractor in a timely and lawful manner, and as required by this Agreement.
 - (g) **Meetings.** Contractor and its subcontractors shall attend periodic meetings as requested by the Company on Site or such other location as the parties may agree, for the purpose of reviewing the progress of the Services. The frequency of such meetings shall be as deemed necessary by the Company.
3. **Standard of Care and Correction of Defects.** Contractor warrants that (i) the Services shall be performed in a timely and professional manner in conformance with the SOW and this Agreement, (ii) the Services and any equipment/materials supplied are free from defects and fit for Company's intended use, and (iii) the Services shall be performed with the standard of care, skill and diligence normally provided by a professional entity in the performance of services similar to the Services required by this Agreement. If the Company is notified of or discovers any defect or nonconformity in the Services, Contractor shall, at Contractor's sole cost and expense, correct such defect or nonconformity within the timeframe required by Company at Contractor's sole cost and promptly provide written notice to Company that such corrective measures have been completed. If Contractor fails to comply with this Section 3, the Company may cure or cause to be cured such breach, and any cost or expense incurred by the Company as result thereof shall be charged to Contractor and/or offset against payments hereunder, in the Company's discretion.
4. **Contract Price and Payment.**
 - (a) **Contract Price.** As full, fixed and complete compensation for Services, the Company shall pay to Contractor, net ninety (90) days following issuance of a proper invoice as set forth in Section 4.b. and the Company's acceptance of the Services, the sum set forth in the SOW (the "Contract Price"). The Contract Price includes all costs and fees to perform the Services, including, without limitation, Contractor's labor, Contractor's overhead, profit and any fees, equipment and materials. The Contract Price is also inclusive of all taxes that may become due or owing because of the supply of the Services hereunder.
 - (b) **Contractor's Invoices.** Contractor shall submit to the Company a detailed invoice for the Services within one hundred twenty (120) days of the completion of the Services. Any invoice that is inaccurate or incomplete or that lacks the detail, specificity or supporting documentation as may be requested by Company shall not, to the extent of such deficiency, constitute a valid request for payment. Furthermore, Company reserves the right to reject and refuse payment on any invoice issued more than one hundred twenty (120) days after the completion of the Services.
 - (c) **Waiver of Liens.** To the fullest extent permitted by applicable law, Contractor hereby waives and releases, and shall cause any other party performing any part of the Services to waive and release any and all rights of mechanic's lien and similar rights of lien for payments for services, labor, equipment or materials furnished by Contractor, or any other party performing any part of the Services, in performance of the Services and granted by law to persons supplying materials, equipment, services and other things of value, which Contractor or any other party performing any part of the Services may have against the Company's premises or property. If requested by Company, Contractor shall include a Partial Release and Waiver of Liens and Claims (in a form approved by Company) and Final Release and Waiver of Liens of Claims (in a form approved by Company) (for final payment) from Contractor and each subcontractor or supplier utilized in the performance of any Services. In the event Contractor fails to submit any requested Release and Waiver of Liens and Claims as requested, then Company shall be entitled to withhold all amounts due related to such invoice until such documentation is provided.
5. **Schedule.** Contractor shall promptly commence and shall thereafter diligently perform the Services in accordance with the SOW schedule and as otherwise reasonably requested by Company ("Schedule"). Contractor understands that the Services must be completed in accordance with the Schedule and that time is of the essence.
6. **Indemnification.**
 - (a) **Indemnity.** Contractor, at its sole expense, shall indemnify, defend and hold harmless the Company and its directors, officers, employees, affiliates, and representatives, from and against any and all claims, causes of action, proceedings, losses, damages, costs, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of or in connection with (i) the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, related to the acts or omissions of Contractor or its employees or subcontractors; (ii) any claim by Contractor personnel caused by any act or omission by or on behalf of Contractor in its capacity as an employer or potential employer of the claimant; or (iii) any breach or default by Contractor in the performance of any of its obligations or covenants under of this Agreement or any SOW.
 - (b) **Waiver of Worker's Compensation Bar.** Contractor agrees with respect to any and all claims brought against the Company, its employees, affiliates, successors and assigns by an employee of Contractor, Contractor for itself, its successors and assigns, hereby expressly agrees to waive any provision of the applicable laws related to Workers' Compensation whereby Contractor could otherwise preclude its joinder as an additional defendant, or avoid liability in any action at law or in equity or otherwise, where Contractor's employees, their heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death, brings an action against the Company. The indemnification obligations accepted by Contractor under this Section 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Contractor pursuant to the applicable Workers' Compensation laws or other disability benefit laws or any other employee benefit law, rule or regulation. Contractor agrees and acknowledges that by undertaking to indemnify the Company under this Section 6, Contractor is expressly undertaking indemnification liability by written contract within the meaning of the applicable Workers' Compensation laws.
7. **Insurance.**
 - (a) **Generally.** Contractor will carry and maintain in full force insurance of the types and minimum amounts set forth in Section 7.b. with any company or companies as are acceptable to the Company, insuring Contractor while it is performing its duties under this Agreement. Insurance carriers must have a minimum A.M. Best Rating of A- as of the date of this Agreement, during the term hereof and any renewals or extensions hereof. Prior to and upon completion of the Agreement, Contractor will furnish to Company certificates evidencing the insurance coverages set forth in Section 7.b. Receipt in electronic form is preferred. Company, including its successors and assigns shall be included as an additional insured as respects all general/umbrella/excess, automobile liability and all other applicable casualty coverage. Contractor is responsible for covering its own, leased or rented machinery, tools or equipment which are utilized in the performance of the Services when on Company's property. Contractor's coverage will be primary and noncontributory. The Company shall not be responsible for any policy deductible or retention for claims. Any such deductible or retention shall be the sole responsibility of the Contractor. Contractor shall waive all subrogation rights against the

Company for any claim paid or payable by any of the above-required insurance policies. Company shall receive thirty (30) days' prior written notice of any change or cancellation in the aforementioned coverage.

(b) **Required Coverage.**

- (i) Workers compensation in compliance with statutory requirements where the services are performed;
- (ii) Employers Liability with limits of no less than \$1,000,000 per person and \$1,000,000 per accident and \$1,000,000 disease for all of its employees engaged in the performance of Services;
- (iii) Commercial General Liability covering all Services and completed operations under the Agreement with limits of no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; and
- (iv) Automobile Liability of no less than \$1,000,000 combined single limit, covering owned, leased, hired, non-owned, and employee non-owned vehicles.
- (v) Umbrella/Excess Liability of no less than \$5,000,000 per occurrence providing excess of the General Liability, Automobile Liability and Employers Liability.
- (vi) The contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Sections 7.A and 7.b, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

8. Term; Termination.

- (a) **Term.** The initial term of this Agreement (the "Term") shall begin on the date hereof ("Commencement Date") and shall expire on the second anniversary thereof. Thereafter, this Agreement shall automatically extend for consecutive one-year renewal terms, unless a notice of termination is provided by either party at least thirty (30) days prior to the commencement of any such one-year renewal term. Each SOW will remain in effect for the term set forth therein, subject to termination as provided below. Any SOW entered into prior to expiration or termination of this Agreement will remain in full force and effect for its entire term and the terms and conditions of this Agreement shall, with respect to such SOW, remain in effect until expiration or termination of the SOW.
- (b) **Termination Without Cause.** The Company may, at any time upon thirty (30) days' prior written notice to Contractor, terminate all or any portion of this Agreement, a SOW, or the Services without cause. In the event of termination under this Section 8.b., Contractor shall be entitled to compensation in accordance with Section 4 for Services actually performed in accordance herewith through to the effective date of termination.
- (c) **Termination With Cause.** The Company may, by written notice, immediately, and without further compensation owed to Contractor, terminate all or any portion of this Agreement, a SOW or the Services for cause in any of the following circumstances: (i) Contractor breaches any obligation hereunder and fails to cure such breach within fifteen (15) days after receipt of notice of such breach; (ii) Contractor is adjudged insolvent or bankrupt; (iii) proceedings are instituted by or against Contractor seeking relief, reorganization or arrangement under any laws relating to insolvency; (iv) Contractor makes an assignment for the benefit of creditors; or (v) the appointment of a receiver, liquidator or trustee of any of Contractor property or assets.
- 9. **Independent Contractor.** The Company and Contractor agree that the relationship created by this Agreement is that of independent contractor and that this Agreement does not make Contractor a partner, joint venturer, employee or agent of the Company for any purpose whatsoever. The parties further agree that neither the Company nor Contractor is in any way authorized to make any agreement, contract or representation on behalf of the other party or to create any liabilities on behalf of the other party. Contractor agrees that neither Contractor nor any of its employees or agents is an employee of the Company and that none of them is

entitled to any benefits provided or rights guaranteed by the Company, or by operation of law, to their respective employees, including group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plans, health plans, premium "overtime" pay, and the like.

10. **Confidentiality.** During the term of this Agreement and thereafter, Contractor and its employees and representatives shall keep confidential and not disclose to any third party or use any knowledge, information or documentation obtained in connection with such performance or otherwise concerning the Company or its products, suppliers, customers, business and operations, except for such information which is in the public domain.

11. **Notices.** All notices provided for in this Agreement shall be in writing and shall be sent to the parties, by either registered or certified mail, return receipt requested, at the addresses set forth below:

If to ATI:

With a copy to:

c/o ATI Inc.
116 15th Street, Suite 301
Pittsburgh, PA 15222

If to Contractor

See contact information listed in the signature line to this Agreement.

12. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles regarding conflicts of law. The Company and Contractor hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Allegheny County, Pennsylvania for the purposes of adjudicating any matter arising from or in connection with this Agreement. Contractor shall not assign (by operation of law, change of control or otherwise) this Agreement or subcontract any of its obligations hereunder, except with the prior written consent of the Company. Any such consent shall not release Contractor from its liabilities and obligations hereunder. This Agreement shall only be amended pursuant to a writing signed by the Company and Contractor. This Agreement and each SOW constitute the complete and exclusive statement of the terms of the contract between the parties hereto, are intended as a final expression of the terms of such contract and will supersede all prior and contemporaneous agreements, inducements or conditions, express or implied, oral or written related to the matter hereof.

13. **Supply Chain Policies.** Contractor acknowledges that it has access to and has read, understands and will comply with the basic principles of ATI's Corporate Guidelines for Business Conduct and Ethics and the expectations set forth in the Supplier Expectations and Supply Chain Policies as published at <https://www.atimaterials.com/aboutati/Pages/suppliers.aspx>. Contractor hereby certifies that no material delivered by Contractor to the Company contains any substance originating from the Democratic Republic of Congo or any adjoining country that would require disclosure by the Company under the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any rule promulgated thereunder.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of _____, 20____.

(Insert Contractor Name)

By: _____
Name: _____
Title: _____

By: _____
Name: _____

Contractor Notice Information:
(To be completed by Contractor)

Name: _____
Address: _____



[Date]

Dear Service Provider:

(“**ATI**”) has entered into and/or may enter into subsequent agreements from time to time hereafter (each, an “**Agreement**”) with _____ (“**Service Provider**”) pursuant to which Service Provider is to perform certain services on or for ATI’s equipment or goods, which may include without limitation,

(the “**ATI Property**”) at Service Provider’s facility located at _____. Service Provider and ATI hereby agree that ATI shall retain all right, title and interest in and to the ATI Property during the period that such ATI Property is in the possession and/or control of the Service Provider or at the Service Provider’s facility, and until such ATI Property is returned to ATI’s physical possession. Service Provider shall not do or cause to be done anything that does or could result in a lien or encumbrance on the ATI Property. In the event that Service Provider files for bankruptcy, becomes insolvent or an assignment is made for the benefit of its creditors, ATI will retain all right, title and interest in and to the ATI Property, and the ATI Property shall not be “property of the estate” under § 541 of title 11 of the United States Code (the “**Bankruptcy Code**”) or subject to § 362 of the Bankruptcy Code (ii) ATI shall have the right to enter the premises of the Service Provider immediately upon demand and retrieve the ATI Property. ATI may, and Service Provider hereby authorizes ATI to, file a financing statement in all appropriate jurisdictions to preserve and protect the interest of ATI in the ATI Property.

Service Provider shall properly store ATI Property so that it will be protected at all times against theft and against injury or damage (including, without limit, from moisture, insects, rodents, improper or unusual location, or injurious contact). Service Provider shall ensure that the ATI Property at all times is conspicuously marked as the property of ATI. Service Provider will not move the ATI Property to another location or transfer to the custody of a third party without the prior written consent of ATI. Service Provider assumes all risk of loss and liability for damage to the ATI Property from the moment Service Provider first takes possession (including unloading) until the ATI Property is returned to the possession of ATI or its designee.

Please indicate your agreement to the foregoing by signing below and returning one (1) original to me.

Best Regards,

Agreed to and accepted by:

Signature: _____

Name: _____

Title: _____



**ATI PAYMENTS MADE TO FOREIGN VENDORS
NON U.S. SOURCE DESIGNATION
STATEMENT**

Vendor Name _____

() Performs **NO** services in the United States

() **Will perform** services in the United States. W-8 Form is attached.

for Allegheny Technologies Incorporated relating to its sales to Allegheny Technologies Incorporated.

Authorized Signature _____

Title _____