

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into as of the ___ day of _____, 2025, by and between _____, a _____ corporation, and its Affiliates (as hereinafter defined), having offices at _____ (collectively, “Company”) and **Gerdau Ameristeel US Inc.**, a Florida corporation, and its Affiliates, having offices at 4221 W. Boy Scout Blvd. Suite 600 Tampa, Florida 33607 (collectively, “Gerdau”).

WHEREAS, Company and Gerdau (together, the “Parties”) contemplate the possibility that discussions between the Parties may result in a real estate purchase and sale and/or other related transactions between the Parties (each a “Possible Transaction” and collectively, the “Possible Transactions”); and

WHEREAS, in connection with such discussions and/or negotiations, either Party (as the case may be, the “Disclosing Party”) may provide Confidential Information (as hereinafter defined) to the other Party (the “Receiving Party”) including, but not limited to, ideas, plans, processes and enhancements which are based on Confidential Information exchanged between the Parties, for the limited purpose of conducting the discussions with the Receiving Party, evaluating the feasibility of the Possible Transactions and negotiating the terms and conditions of the Possible Transactions (each an “Approved Purpose” and collectively, the “Approved Purposes”); and

WHEREAS, the Parties wish to agree that all Confidential Information will be kept confidential in accordance with the terms and conditions of this Agreement and undertake certain other obligations in connection with such discussions and/or negotiations;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. As used herein: “Confidential Information” will mean (a) all information about the Disclosing Party or any of its Affiliates, whether or not proprietary to the Disclosing Party, provided directly or indirectly by the Disclosing Party, or any of its Representatives (as hereinafter defined), before, on or after the date hereof for an Approved Purpose, whether in written, electronic, visual or oral form, regardless of how transmitted, and whether or not marked “confidential” or “proprietary,” including, without limitation, information concerning the environmental condition of Gerdau’s property, past, present or prospective products, business, research, strategic partners, ideas, concepts, business models, insurance markets, product development plans, forecasts, price lists, data, documentation, software, processes, designs, specifications, “know-how,” assets, services, systems, customers, employees, financial professionals, shareholders, agents, representatives, finances, books and/or records, business affairs and/or relationships, business plans, policies and practices, trade secrets, methods of operations, distribution and/or marketing materials, strategies and/or procedures or other internal matters, (b) any information obtained by the Receiving Party or any of its Representatives about

the Disclosing Party or any of its Affiliates from any other source for an Approved Purpose, and (c) all notes, analyses, compilations, studies, interpretations, memoranda or other documents (regardless of form) prepared by or for the Receiving Party or its Representatives containing, reflecting or based in whole or in part on any of the information described in subsections (a) or (b) above; “Representative” means any shareholder, officer, director, partner, member, manager, employee agent, financial advisor, attorney, accountant or other representative of a Party and/or its Affiliates; “Affiliates” means any Person (as hereinafter defined) who directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a Party and, without limiting the generality of the foregoing, includes any shareholder, officer, director, partner, member, manager or employee of a Party; and “Person” means any individual, corporation, company, partnership or other entity.

2. The Receiving Party will hold and treat all Confidential Information in strictest confidence and will not use Confidential Information for any purpose except for the Approved Purposes. Each Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of Persons other than those Persons authorized hereunder to have any such information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature. Each Party agrees to notify the other Party in writing of any misuse or misappropriation of such Confidential Information of the other Party that may come to its attention.

3. Notwithstanding the foregoing, Confidential Information does not include information that (a) is in the possession of the Receiving Party or any of its Representatives at the time of disclosure as demonstrated by the written records and files of the Receiving Party or its Representative in question immediately prior to the time of disclosure; provided that the source of such information was not prohibited from transmitting the information to the Receiving Party or its Representatives by a contractual, legal, fiduciary or other obligation, (b) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives, (c) becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party or its Representatives unless obtained to further an Approved Purpose; provided that the source of such information was not prohibited from transmitting the information to the Receiving Party or its Representatives by a contractual, legal, fiduciary or other obligation, or (d) was or is independently developed by the Receiving Party or any of its Representatives without the use of the Confidential Information for any purpose other than an Approved Purpose as shown by the Receiving Party’s written files and records.

4. The Receiving Party will not disclose Confidential Information to anyone other than those of its Representatives who require such information to further an Approved Purpose; provided that such Representatives shall be advised by the Receiving Party of the confidential nature of the Confidential Information. The Receiving Party (a) will keep, and cause its Representatives to keep, the Confidential Information confidential; (b) will not, except as hereinafter provided, without the Disclosing Party’s prior written consent disclose, permit its Representatives to disclose Confidential Information to any Person in any manner whatsoever; and (c) shall not use, or permit its Representatives to use, Confidential Information for any

purpose other than an Approved Purpose. The Receiving Party shall be responsible for any failure by its Representatives to comply with the terms of this Agreement, and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of Confidential Information.

5. Except as otherwise provided in this Agreement, neither Party shall, without the prior written consent of the other Party, disclose, or permit any of its Representatives to disclose, to any Person (a) the fact that the Confidential Information has been made available, (b) that this Agreement exists or the terms hereof, or (c) that discussions or negotiations are taking place concerning a Possible Transaction. Such information shall be deemed to be Confidential Information for the purposes of this Agreement.

6. In the event that the Receiving Party is, in the reasonable opinion of the Receiving Party's counsel, required to disclose any Confidential Information by applicable law, rule, regulation, legal or administrative proceeding or other legal process, the Receiving Party shall give prompt written notice to the Disclosing Party in advance of such disclosure (unless such disclosure is prohibited by law or cannot reasonably be given in advance under the circumstances in which case such notice shall be given as soon as possible thereafter) and shall use reasonable efforts to cooperate with the Disclosing Party if it chooses to resist or narrow any applicable request, subpoena or order and obtain an appropriate protective order. If, in the absence of a protective order or other remedy, the Receiving Party should nonetheless, in the reasonable opinion of its counsel, be required to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, the Receiving Party may disclose only that portion of the Confidential Information that the Receiving Party's counsel advises is legally required to be disclosed; provided that the Receiving Party exercises reasonable efforts in order to preserve the confidentiality of the Confidential Information or to avert such disclosure, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information so furnished and by furnishing only that portion of Confidential Information that, in the reasonable opinion of the Receiving Party's counsel, is legally required. Nothing contained in this Agreement, however, will prohibit any Party from disclosing Confidential Information to any governmental or quasi-governmental regulatory authority having jurisdiction over such Party in connection with any review or audit of such Party's books and/or records by such authority or any representative thereof.

7. Each Party shall, following the giving of written notice by the other Party, promptly return (and shall cause its Representatives to promptly return) to the other Party or destroy (and shall cause its Representatives to destroy) all tangible Confidential Information, including all Confidential Information that is maintained in any computer memory, storage media or similar form, and shall not retain any copies, extracts or other reproductions, in whole or in part, of such Confidential Information. The decision as to whether to return or destroy the Confidential Information shall be made by the Disclosing Party in its sole discretion. The Party required to return or destroy the other Party's Confidential Information shall certify its full compliance with the terms of this section in writing to the other Party by an authorized officer supervising the same. Such certification shall be delivered to the other Party no later than thirty (30) days following the giving of notice requesting return of the same. The obligations of the Parties under

this Agreement shall survive the return or destruction of Confidential Information as required herein.

8. Neither Party makes any warranties or representations hereunder as to the accuracy or completeness of any Confidential Information and agrees that no such warranties or representations shall be deemed to have been made by the other Party or any of its Representatives, except as may be set forth in any definitive written agreement which the Parties may enter into with respect to a Possible Transaction. For the purposes of this Agreement, a “definitive written agreement” does not include this Agreement, an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of any offer or bid.

9. Each Party agrees to indemnify and hold the other Party and its Representatives harmless from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from the failure of such Party or its Representatives to comply with any of its obligations hereunder. Nothing in this Agreement is intended to grant any rights to either Party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either Party any rights in or to the other Party’s Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into, and the undertaking of or the advising with respect to, a Possible Transaction. All Confidential Information is and shall remain the property of the Disclosing Party.

10. Each Party acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by such Party or its Representatives and that any such breach would cause the other Party irreparable harm. Accordingly, each Party agrees that in the event of any actual or threatened breach of this Agreement by such Party or any of its Representatives, in addition to any other remedies the other Party may have at law or in equity, the other Party shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

11. From and after the date hereof and until the expiration of two (2) years from the date hereof, neither Party nor any of its Representatives shall, directly or indirectly, solicit or hire, or cause to be solicited or hired, any of the other Party’s employees, sales representatives or any consultant who is under contract with the other Party who are directly involved with matters related to the Possible Transaction. Notwithstanding the foregoing, nothing contained herein shall be construed to prohibit either party from (a) placing general advertisements for employment, (b) hiring employees or former employees of the either party who contact the other party of their own accord, or (c) recruiting through employment agencies (so long as neither party directs such agencies to solicit the other party’s employees). This prohibition against solicitation and hiring shall terminate in the event that a Possible Transaction is consummated.

12. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each Party irrevocably submits to the jurisdiction of any state or federal court of appropriate jurisdiction located in Pennsylvania in any action for equitable relief as provided in Section 10 hereof or in any action to enforce an arbitration award as provided in Section 15 hereof. Each Party irrevocably waives,

to the fullest extent it may effectively do so, the defense of an inconvenient forum or improper venue to the maintenance of such action.

13. No failure or delay by a Party in exercising any right it may have hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other or further exercise thereof or the exercise of any other right hereunder.

14. No notice required or contemplated hereunder shall be of any force or effect unless such notice is in a writing signed by an officer of the Party giving such notice and such notice is sent, by registered or certified mail, return receipt requested or by reputable overnight carrier, to attention of the Person signing this Agreement on behalf of the other Party below at the address of the other Party first above set forth (or to such other Person and/or other address as the other Party may from time to time determined by like notice).

15. Except as otherwise provided in Section 12 hereof, any controversy, claim or dispute of any kind whatsoever between the Parties arising out of or relating to this Agreement or any actual or alleged breach thereof shall be resolved by submitting such controversy, claim or dispute to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. Such arbitration proceeding shall be held in Hillsborough County, Florida. Depositions of witnesses will not be permitted in preparation for the Arbitration hearing except for the purpose of the preservation of testimony to be submitted at the final hearing and except as permitted by the arbitrators upon a finding of extraordinary need. Judgment on any award rendered by the arbitrators may be entered in any court, state or federal, having jurisdiction thereof. No Party will seek to recover consequential, exemplary and/or punitive damages against the other Party, except for lost or reduced profits arising from the other Party's breach of this Agreement or as may be recoverable as a claim for indemnification as provided in Section 9 hereof. Notwithstanding the foregoing, any Party may assert a cross claim or a third party claim for indemnity or contribution against the other Party in any pending litigation filed by a third party. Upon motion of any Party, the arbitrators may stay the arbitration to permit resolution of any factual or legal issues that are pending in litigation filed by a third party. It is the intent of this Agreement that all disputes shall be resolved in the most efficient and fair manner possible under the circumstances.

16. The prevailing Party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees from the other Party.

17. This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter. This Agreement may be amended or waived only by written instrument duly executed by the Parties.

18. This Agreement shall become effective as of the date first written above upon its execution by each of the Parties. Except as expressly provided above regarding the non-solicitation of employees, sales representatives and consultants, all obligations of the Parties hereunder shall survive any termination of discussions or negotiations between the Parties, and shall continue for a period of two (2) years following the date of this Agreement. This Agreement may be executed in several counterparts, all of which together shall constitute one and the same agreement and each of which may be delivered by facsimile transmission.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

For Itself and on Behalf of its Affiliates

Gerdau Ameristeel US Inc.
For Itself and on Behalf of its Affiliates

By: _____
Name:
Title:

By: _____
Name:
Title: