

**NON-DISCLOSURE AGREEMENT
BETWEEN
IPSCO TUBULARS INC. D/B/A TMK IPSCO
AND**

This Non-Disclosure Agreement (“**Agreement**”) is between IPSCO Tubulars Inc., a Delaware corporation, d/b/a TMK IPSCO (with its subsidiaries, collectively referred to as “**Discloser**”) and _____ a _____ (“**Recipient**”).

Discloser and Recipient agree as follows:

1. **DEFINITION OF CONFIDENTIAL INFORMATION**

“**Confidential Information**” means any information disclosed before or during the term of this Agreement in writing, orally, or in any other tangible or intangible form by Discloser to Recipient, including but not limited to, financial information, business information, customer information, facility information, product information and designs, technical information, and other non-public information. Notes, documents, summaries, memorandums, analyses, reports, forecasts, or any other work product prepared from Confidential Information and relating to Confidential Information are also Confidential Information.

Confidential Information does not include any information that is (a) in the public domain prior to disclosure by Discloser to Recipient, or that becomes part of the public domain subsequent to disclosure by Discloser to Recipient without the fault or breach of any confidentiality obligation by Recipient; (b) known by Recipient prior to its receipt of the information from Discloser, as shown by competent evidence; (c) disclosed to Recipient by a third party that did not have any obligation to maintain the confidentiality of the information; or (d) developed independently by Recipient without access to the Confidential Information.

2. **TERM**

This Agreement shall be effective as of _____. Either party may terminate this Agreement with or without cause on thirty (30) days’ written notice to the other party. Notwithstanding the previous sentence, the parties’ rights and obligations related to Confidential Information disclosed prior to termination shall survive termination of this Agreement.

3. **USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

Recipient acknowledges the sensitive and secret nature of the Confidential Information Recipient will have access to and agrees that Recipient will treat such Confidential Information as strictly confidential and shall exercise the same degree of care in the protection of the Confidential Information as the Recipient exercises with respect to its own proprietary property and trade secrets, but in no event shall Recipient exercise less than a reasonable degree of care in the protection of the Confidential Information.

Recipient shall not use the Confidential Information for any purpose other than _____. Recipient shall not disclose Confidential Information to any person or entity, except to its officers or employees who (1) have a bona-fide need to know the information as required to satisfy the purpose, and (2) who are bound by a duty of confidentiality to Recipient greater than or equal to Recipient’s duty of confidentiality under this agreement.

4. **DISCLOSURE COMPELLED BY LAW**

Recipient may disclose Confidential Information pursuant to the order of a court, arbitrator, governmental agency, or administrative body of competent jurisdiction to the extent the order requires Confidential Information be disclosed. Unless otherwise prohibited by law, the Recipient shall promptly notify the Discloser of the order and allow the Discloser a reasonable opportunity to seek appropriate protective measures.

5. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

Recipient shall return Confidential Information to Discloser or destroy Confidential Information (including written or digital information) at the Discloser’s request or at the termination of this Agreement, whichever occurs first.

6. **WARRANTIES AND REPRESENTATIONS**

Each party represents it has the right to enter into and perform its obligations under this Agreement and that entering this Agreement will not breach any obligation that party has to any third party.

EXCEPT FOR THE EXPRESS REPRESENTATION MADE IN THE PREVIOUS SENTENCE, CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND DISCLOSER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE CONFIDENTIAL INFORMATION.

7. **COMPLIANCE WITH LAWS**

Each party shall comply with all applicable laws.

8. **MISCELLANEOUS**

Neither party grants the other any right or interest in any of Discloser's copyrights, trademarks, patents, trade secrets, or other intellectual property rights related to the Confidential Information.

This Agreement is governed by the laws of the State of Texas. Any dispute arising out of or related to this Agreement must be adjudicated in state or federal court in Houston, Texas.

Recipient may not assign, transfer or otherwise delegate this Agreement without the prior written consent of Discloser. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

This Agreement contains the entire agreement between the parties with respect to the disclosure of Confidential Information and supersedes all other written or oral agreements relating to Confidential Information.

A waiver by a party of any breach or default by the other party is not a waiver of any other breach or default, and no course of dealings between the parties will modify this Agreement.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, for any reason, the invalidity, illegality or unenforceability of that provision will not affect any other provisions in this Agreement, but the invalid provision will be substituted with a valid provision which most closely approximates the intent and the economic effect of the invalid provision and which would be enforceable to the maximum extent permitted in the jurisdiction.

AGREED:

IPSCO TUBULARS INC. D/B/A TMK IPSCO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 10120 Houston Oaks Drive, Houston, TX 77064

Address:

Attn: General Counsel

Attn:

Email: GC@tmk-ipsco.com

Email: