



Thank you for your interest in working with Signal Energy. Please complete the attached prequalification package and return to Signalprequals@signalenergy.com.

As this is our standard Qualification form, please answer any sections in the Prequalification form that do not apply to your company with "N/A".

The Non-Disclosure Agreement is required prior to discussing project specific details.

Referred by:

Company Name and Contact: _____

If you have been speaking with a Signal Energy Employee(s), list their name(s):

PREQUALIFICATION FORM

COMPANY INFORMATION

DATE COMPLETED _____
CONTACT NAME/TITLE _____ PHONE _____
E-MAIL ADDRESS _____ WEBSITE ADDRESS _____

LEGAL NAME OF COMPANY _____
LOCATION US ☐ CANADA ☐ MEXICO ☐ AUSTRALIA ☐ UK ☐ OTHER ☐ (DESCRIBE) _____
FEDERAL ID #/SOCIAL SECURITY # _____ (ATTACH W-9)
TYPE OF ENTITY CORPORATION ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ S CORP ☐ LLC ☐
MAILING ADDRESS _____

CITY _____ STATE _____ POSTAL CODE _____
ACCOUNTING CONTACT _____ PHONE _____ EMAIL _____

DOES YOUR COMPANY HAVE A PARENT COMPANY*? Yes ☐ No ☐
PARENT COMPANY NAME _____ COUNTRY _____
MAILING ADDRESS _____

CITY _____ STATE _____ POSTAL CODE _____
IS YOUR COMPANY CURRENTLY CERTIFIED AS A DIVERSE BUSINESS*? ☐ No ☐ Yes (ATTACH CERTIFICATE)
SELECT TYPE:
SMALL BUSINESS WOMAN SMALL DIS- MINORITY VETERAN SERVICE DISABLED HUB 8(A)
ENTERPRISE ☐ OWNED ☐ ADVANTAGED ☐ OWNED ☐ OWNED ☐ VETERAN OWNED ☐ ZONE ☐ ☐

TRADES

TRADE(S) (SELECT ALL THAT APPLY):

- ☐ CIVIL ☐ SELECT ALL
- ☐ FENCING
- ☐ CIVIL WORKS – GRADING, EXCAVATION, ROAD INSTALL
- ☐ LANDSCAPING/WEEDS ABATEMENT
- ☐ SEEDING
- ☐ ASPHALT/PAVING/ROAD REPAIR
- ☐ MOWING/ CLEARING
- ☐ OTHER (DESCRIBE) _____
- ☐ ENGINEERING ☐ SELECT ALL
- ☐ SKID INTEGRATION
- ☐ SITE SURVEY
- ☐ ELECTRICAL ENGINEERING
- ☐ SCADA ENGINEERING
- ☐ STEP-UP TRANSFORMER ENGINEERING
- ☐ INDEPENDENT/CONSULTING ENGINEERING
- ☐ STRUCTURAL ENGINEERING
- ☐ SUBSTATION ENGINEERING
- ☐ GEOTECHNICAL ENGINEERING
- ☐ TESTING
- ☐ ENVIRONMENTAL ENGINEERING
- ☐ CIVIL ENGINEERING
- ☐ OTHER (DESCRIBE) _____
- ☐ ELECTRICAL ☐ SELECT ALL
- ☐ AC ELECTRICAL WORKS
- ☐ DC ELECTRICAL WORKS
- ☐ OVERHEAD COLLECTION
- ☐ TOWER WIRING
- ☐ SECURITY SYSTEM SUPPLY AND INSTALL
- ☐ SCADA INSTALLATION
- ☐ SWITCHGEAR INSTALLATION
- ☐ ENERGY STORAGE SYSTEM INTEGRATION
- ☐ ENERGY MANAGEMENT SYSTEM
- ☐ OTHER (DESCRIBE) _____
- ☐ MECHANICAL ☐ SELECT ALL
- ☐ MODULE INSTALLATION
- ☐ TOWER ERECTION
- ☐ OPERATIONS & MAINTENANCE BUILDING SUPPLY
- ☐ MODULE RACKING INSTALLATION
- ☐ METEOROLOGICAL STATIONS/ TOWERS
- ☐ SUBSTATION INSTALLATION
- ☐ PILE INSTALLATION
- ☐ FOUNDATION INSTALLATION
- ☐ OTHER (DESCRIBE) _____

☐ OTHER SERVICES

- ☐ ASBESTOS/HAZARDOUS MATERIAL ABATEMENT/MONITORING
- ☐ SAFETY CONSULTANT
- ☐ MODULE/TOWER WASHING
- ☐ SECURITY SERVICES
- ☐ OTHER (DESCRIBE) _____
- ☐ GEOTECHNICAL STUDY
- ☐ MATERIAL STORAGE/TRANSPORT
- ☐ TEMP LABOR/STAFFING/SAFETY
- ☐ OPERATIONS & MAINTENANCE
- ☐ LOGISTICS
- ☐ TESTING
- ☐ WELDING

PRODUCTS

PRODUCT(S): (SELECT ALL THAT APPLY)

☐ ELECTRICAL

- ☐ AC CABLE
☐ DC CABLE
☐ FIBER OPTIC CABLE
☐ FAA LIGHTS
☐ COMBINER BOXES
☐ PAD-MOUNT TRANSFORMERS
☐ ELECTRICAL HARDWARE AND TOOLS
☐ PV MODULES
☐ RE-COMBINERS
☐ SCADA SUPPLY
☐ SUBSTATION SUPPLY
- ☐ SWITCHGEAR SUPPLY
☐ INVERTERS/PCS
☐ BATTERY INTEGRATION
☐ SKID INTEGRATION
☐ _____

☐ OTHER

- ☐ STORAGE CONTAINERS
☐ EQUIPMENT RENTAL
☐ OFFICE AND CONSTRUCTION TRAILERS
☐ POWER CONDITIONING SYSTEM
☐ MAT RENTAL/SUPPLY
☐ _____

☐ MECHANICAL

- ☐ MODULE RACKING SUPPLY
☐ STEEL OR COMPOSITE PILES
☐ _____

LICENSING AND LOCATIONS

WHAT GEOGRAPHICAL AREAS CAN YOU PERFORM WORK? (PROVIDE ANY REQUIRED LICENSING DOCUMENTS)

DOES YOUR COMPANY HAVE MULTIPLE OFFICES? YES ☐ NO ☐ (ATTACH ADDITIONAL FORM WITH LOCATION INFORMATION IF YES)

NUMBER OF FULL-TIME EMPLOYEES: _____ HOW LONG HAVE YOU BEEN IN BUSINESS? YEARS _____ MONTHS _____
ARE YOUR EMPLOYEES UNION OR OPEN SHOP? UNION ☐ OPEN SHOP ☐

INSURANCE

PLEASE NOTE: YOU WILL BE REQUIRED TO PROVIDE THE MINIMUM COVERAGE LISTED BELOW IN ORDER TO BID WORK WHEN SERVICES WILL BE PERFORMED ON SITE*. (ATTACH PROOF OF INSURANCE)

DO YOU CURRENTLY CARRY INSURANCE POLICIES WITH THE FOLLOWING MINIMUM LIMITS (US DOLLARS)?

- GENERAL LIABILITY POLICY OF \$1,000,000 PER OCCURRENCE AND \$2,000,000 PER AGGREGATE* YES ☐ NO ☐
- AUTOMOBILE INSURANCE POLICY OF \$1,000,000 PER ACCIDENT* YES ☐ NO ☐
- UMBRELLA LIABILITY INSURANCE POLICY OF \$5,000,000 PER OCCURRENCE AND \$5,000,000 PER AGGREGATE* YES ☐ NO ☐
- WORKERS COMPENSATION POLICY OF \$1,000,000 PER OCCURRENCE* YES ☐ NO ☐
- POLLUTION INSURANCE POLICY OF \$1,000,000 PER AGGREGATE* YES ☐ NO ☐
- (IF DESIGN SERVICES) PROFESSIONAL LIABILITY POLICY OF \$2,000,000 PER OCCURRENCE
AND \$2,000,000 PER AGGREGATE YES ☐ NO ☐
- ARE YOU ABLE TO PROVIDE PROPERTY INSURANCE SUFFICIENT TO COVER COST OF GOODS? YES ☐ NO ☐

FINANCIAL INFORMATION

RECEIPT OF FINANCIAL INFORMATION ABOUT YOUR COMPANY IS A PREREQUISITE TO AWARD OF ANY CONTRACT.

DO YOU AGREE TO SHARE FINANCIAL INFORMATION UPON REQUEST? YES ☐ NO ☐ [Signal Energy - Online Credit Application](#)
"click above to fill out financial information"

BONDING/GUARANTY

IF A PROJECT IS AWARDED, CAN YOU PROVIDE:

- LETTER OF CREDIT YES ☐ NO ☐
- BANK GUARANTY YES ☐ NO ☐
- WARRANTY/SUPPLY BOND YES ☐ NO ☐
- PAYMENT & PERFORMANCE BOND YES ☐ NO ☐

WHAT IS YOUR COMPANY'S CURRENT BONDING CAPACITY? TOTAL \$ _____ US SINGLE PROJECT \$ _____ US

WHAT IS THE LARGEST UNBONDED PROJECT THAT YOU HAVE DONE? _____

LOCATION/ COMPLETION DATE: _____

WHAT IS THE LARGEST BONDED PROJECT THAT YOU HAVE DONE? _____

LOCATION/ COMPLETION DATE: _____

LEGAL

HAVE ANY LAWSUITS BEEN FILED BY OR AGAINST YOUR COMPANY IN THE LAST THREE YEARS? Yes ☐ No ☐

DOES YOUR COMPANY HAVE ANY UNCOLLECTED JUDGMENTS AGAINST IT? Yes ☐ No ☐

HAS YOUR COMPANY:

EVER OPERATED UNDER ANOTHER NAME?

☐ YES ☐ NO

EVER FAILED TO COMPLETE A PROJECT?

☐ YES ☐ NO

EVER FILED BANKRUPTCY OR RECEIVERSHIP PROCEEDINGS?

☐ YES ☐ NO

IF YES TO ANY QUESTION ABOVE, PLEASE EXPLAIN: _____

TRADE REFERENCES

NAME: _____

CONTACT: _____

ACCOUNT NO: _____

PHONE: _____ FAX: _____

DATE OF ACCOUNT OPENING: _____

PAYMENT TERMS: _____

TWELVE MONTH HIGH: _____

CURRENT BALANCE: _____

NAME: _____

CONTACT: _____

ACCOUNT NO: _____

PHONE: _____ FAX: _____

DATE OF ACCOUNT OPENING: _____

PAYMENT TERMS: _____

TWELVE MONTH HIGH: _____

CURRENT BALANCE: _____

QUALITY

DOES YOUR COMPANY HAVE A WRITTEN QUALITY PROGRAM? Yes ☐ No ☐

IF YES, PLEASE SUPPLY A COPY OF YOUR PROGRAM FOR OUR REVIEW WITH THIS FORM.

IS YOUR QUALITY PROGRAM COMPLIANT OR CERTIFIED? (E.G. ISO 9001:2008) Yes ☐ No ☐

SAFETY

IF SERVICES OR WORK WILL BE PERFORMED ON SITE, PLEASE COMPLETE THE HEALTH AND SAFETY FORM

(ATTACH OSHA LOGS (NAMES REDACTED), EMR LETTER, AND ANY ADDITIONAL SAFETY DOCUMENTATION REQUESTED)

PROJECT EXPERIENCE

WHAT TYPE OF JOBS DO YOU NORMALLY PERFORM?

WIND ☐ SOLAR ☐ STORAGE SYSTEM ☐ POWER ☐

(SELECT ALL THAT APPLY)

COMMERCIAL ☐ INDUSTRIAL ☐ GOVERNMENT ☐ HEALTHCARE ☐

HOSPITALITY ☐ RESIDENTIAL ☐ OTHER ☐ (_____)

WHAT IS THE AVERAGE SIZE JOB YOU HAVE PERFORMED OVER THE LAST 3 YEARS? _____

AVERAGE NUMBER OF PROJECTS ANNUALLY? _____ HOW MANY CURRENT PROJECTS IN PROGRESS? _____

PLEASE LIST PROJECTS YOUR FIRM WORKED ON OR PROVIDED SERVICES FOR WITHIN THE LAST THREE (3) YEARS. PLEASE LIST AS MANY DIFFERENT CONTRACTED PARTIES POSSIBLE (OWNER, GENERAL CONTRACTOR ("G.C."), SUBCONTRACTOR ("SUB")).

(ATTACH ADDITIONAL PAGES AS NEEDED)

NONE ☐

NAME OF PROJECT: _____ DATE WORK COMPLETED: _____

APPROXIMATE AMOUNT OF YOUR CONTRACT: _____ BONDED? Yes ☐ No ☐

NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: _____

PHONE: _____ CONTRACTED PARTY REPRESENTATIVE: _____

FAX: _____ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: _____

NAME OF PROJECT: _____ DATE WORK COMPLETED: _____

APPROXIMATE AMOUNT OF YOUR CONTRACT: _____ BONDED? Yes ☐ No ☐

NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: _____

PHONE: _____ CONTRACTED PARTY REPRESENTATIVE: _____

FAX: _____ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: _____

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into as of the latest date stated below each party’s signature, by and between Signal Energy, LLC, a Delaware limited liability company, together with its affiliates, subsidiaries and parent company (the “Disclosing Party”) and _____, a _____ (the “Receiving Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below). Each party may be referred to individually as a “Party” and collectively as the “Parties.”

The Parties contemplate having discussions to explore a potential business relationship with respect to solar energy projects and the procurement of certain equipment or services for such projects (a “Transaction”) and the Parties wish to protect and preserve the confidential and/or proprietary nature of certain information and materials of the Disclosing Party in connection with the Transaction.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Confidential Information. As used in this Agreement, the term “Confidential Information” means and includes information provided by the Disclosing Party or its Representatives (as defined below) to the Receiving Party or its Representatives in connection with the Transaction, including but not limited to all trade secrets and proprietary business, commercial, technical, marketing, financial or other information, the existence of engineering, procurement and construction projects, the Disclosing Party’s present or future business plans and strategies, know-how and other intellectual property or information relating to the Disclosing Party’s business, finances, operations, technology, financial models, cost estimates and analyses, financial or legal structuring approaches, financing techniques, leasing or partnering arrangements, commercial activities, customers, suppliers and business partners, products, research and development activities, and all information of third parties that the Disclosing Party has an obligation to keep confidential, whether in electronic, oral or written form, and the identities of and contact information concerning any third parties or employees, consultants, or affiliates thereof, that may be introduced or included as part of the Transaction or any associated discussions between the Parties. Without limiting the foregoing, Confidential Information may include information concerning any approach, process, installation method, technique, design, activity, software, or test data. With respect to a particular Party, the term “Representatives” means and includes such Party’s affiliates, directors, officers, members, managers, employees, representatives (including, without limitation, financial advisors, investors, legal counsel, consultants, and accountants) and agents.

Notwithstanding anything otherwise contained herein, Confidential Information does not include information that the Receiving Party can demonstrate (a) was generally available to the public at the time of disclosure to the Receiving Party or subsequently became generally available to the public through no act or omission attributable to the Receiving Party; (b) was rightfully in the possession of the Receiving Party, without an obligation of confidentiality, prior to disclosure by the Disclosing Party or prior to the date of this Agreement; (c) is hereafter received by the Receiving Party from a third party other than the Disclosing Party, which is not and was not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting such information to the Receiving Party by a contractual, legal or fiduciary obligation of which the Receiving Party has actual knowledge; or (d) was independently developed by Receiving Party or its Representatives beginning prior to the date of disclosure and entirely without use of or reference to the Confidential Information.

2. Degree of Care/Restrictions on Use. Receiving Party shall hold the Disclosing Party’s Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party except as specifically authorized under the conditions set forth herein or, prior to disclosure, as specifically authorized by the Disclosing Party in writing. Receiving Party shall take the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the use, disclosure, publication, or dissemination of the Confidential Information of the Disclosing Party. Receiving Party shall not, and shall cause its Representatives to not, decompile, disassemble, or otherwise reverse engineer (except to the extent expressly permitted by applicable law,

notwithstanding a contractual obligation to the contrary) any Confidential Information or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques embodied in any Confidential Information or any portion thereof. Receiving Party shall use the Disclosing Party's Confidential Information only (a) for the purpose of evaluating the Transaction or business relationship with the Disclosing Party, and (b) for such other purposes, if any, as the Disclosing Party may expressly authorize in writing. In no event shall the Receiving Party use or exploit any such Confidential Information for its own benefit or the benefit of another without the written authorization of the Disclosing Party. The Receiving Party shall not copy any such Confidential Information except as necessary for the permitted use and shall ensure that all such copies are marked in writing as proprietary or Confidential Information of the Disclosing Party. The Receiving Party shall not use any of the Disclosing Party's Confidential Information in any manner that would constitute a violation of any laws or regulations, including, without limitation, the export control laws or regulations of the United States.

3. Required Disclosure. The Receiving Party may disclose Confidential Information if it is compelled by applicable law to disclose any Confidential Information if the Receiving Party (a) provides the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, or (b) cooperates with the Disclosing Party to obtain a protective order or another appropriate remedy. If the Parties cannot obtain a protective order, another appropriate remedy, or otherwise fail to quash the legal process requiring disclosure, the Receiving Party may disclose the requested Confidential Information only to the extent necessary to satisfy the request.

4. Ownership of Confidential Information; No License; Warranty Disclaimer. All Confidential Information and the rights and title thereto remain the exclusive property of the Disclosing Party, other than the right to evaluate the Confidential Information in accordance with the terms herein, no right or license is granted to Receiving Party with respect to any Confidential Information by virtue of this Agreement or any disclosure of Confidential Information hereunder and the Parties acknowledge that no licenses or rights under any patent, copyright, trademark, intellectual property or trade secret are granted or implied by this Agreement. All Confidential Information is disclosed "AS IS" and the Disclosing Party makes no representations or warranties, express or implied, with respect to Confidential Information. The Disclosing Party shall have no obligation to disclose Confidential Information to Receiving Party and may cease disclosing Confidential Information without any liability.

5. Return or Destruction of Confidential Information. Promptly following any decision by the Receiving Party not to continue discussions with respect to the Transactions, and at any other time upon the written request of the Disclosing Party, the Receiving Party shall return or destroy, at the Receiving Party's option, all written Confidential Information of the Disclosing Party, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, the Receiving Party, and the Receiving Party and its Representatives shall not retain any copies of such written Confidential Information, except that the Receiving Party may retain Confidential Information pursuant to its internal compliance procedures or automatic back-up procedures in the ordinary course of business. At any time after which the Receiving Party has been required to return or destroy the Confidential Information in its possession in accordance with the preceding sentence, the Receiving Party shall, upon written request of the Disclosing Party, cause one of its duly authorized officers to certify in writing to the Disclosing Party that the requirements of the preceding sentence have been satisfied in full. The Receiving Party shall not be deemed to have retained or failed to destroy any Confidential Information which is an imaged document if such Confidential Information is deleted from local hard drives so long as no attempt is made to recover such Confidential Information from servers or back-up sources.

6. Notification and Further Action. The Receiving Party shall promptly notify the Disclosing Party if it becomes aware of any unauthorized use or disclosure of any of the Disclosing Party's Confidential Information, and, at the Disclosing Party's request, shall take such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the Receiving Party or its Representatives.

7. Limited Scope. Nothing contained in this Agreement requires either Party to purchase any product or service from the other Party or otherwise to enter any license, commercial or other business relationship with the other Party, including any Transaction, nor to make any payment or reimbursement of expenses to the other. Any pricing lists, proposals or summaries disclosed under this Agreement ("Pricing Documents") are intended only to provide a framework for further discussions between the Parties. Pricing Documents are not an offer or a commitment of either Party. Neither Party is bound by any of the terms of these Pricing Documents unless and until the final terms are incorporated into a mutually agreed, final definitive agreement that is executed and delivered by both Parties.

8. Notice. Any notice given to a Party under this Agreement is deemed properly given if specifically acknowledged by the other Party in writing or when delivered by a recognized overnight mail or courier service, with delivery receipt requested to the addresses set forth on the last page of this Agreement, with a copy sent by electronic mail to the email address listed on the last page of this Agreement.

9. Entire Agreement/Amendment. This Agreement constitutes the full agreement between the Parties regarding the disclosure of Confidential Information and supersedes all prior agreements, written or oral, between the Disclosing Party and the Receiving Party relating to the disclosure of Confidential Information. This Agreement may not be modified, changed, discharged, or waived, in whole or in part, except by a writing signed by an authorized representative of the Party against whom enforcement of such modification, change, discharge or waiver is sought. This Agreement survives execution of a definitive agreement between the Parties (if such an agreement is entered into by the Parties), unless expressly superseded in such agreement.

10. Assignment. The Receiving Party's rights and duties under this Agreement are personal and may not be assigned or delegated without the prior written consent of the Disclosing Party; provided that the Disclosing Party may, without such consent, assign all of its rights and delegate all of its duties hereunder in connection with a merger, consolidation or sale of substantially all of its assets or business, so long as its assignee agrees in writing to be bound (or is bound by operation of law) to all of the Disclosing Party's obligations hereunder. Subject to the foregoing, this Agreement is binding upon, and inure to the benefit of, the Parties hereto and their respective Representatives and permitted successors and assigns.

11. Waiver. The failure or delay by any Party in exercising any right or remedy under this Agreement does not operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion is not a waiver of any other right or remedy, or a waiver on any subsequent occasion.

12. Governing Law. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Texas without regard to its principles of conflicts of laws. Any litigation or claim arising out of or relating to this Agreement must be filed and prosecuted in a court of competent subject matter jurisdiction located in the State of Texas. The Parties consent to the jurisdiction of, and venue in, any such court.

13. Remedies for Breach. The provisions of this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for that purpose. The Receiving Party acknowledges that any breach of this Agreement by Receiving Party will cause the Disclosing Party substantial and irreparable injury/harm for which for which monetary damages are inadequate and, therefore, in the event of any such breach, in addition to any other remedies which may be available at law or in equity, the Disclosing Party shall have the right to, and Receiving Party consents to the granting of, specific performance and other injunctive and equitable relief to remedy or prevent a breach or threatened breach of this Agreement, without the proof of actual damages or the posting of a bond. In such an event, the Receiving Party shall pay all reasonable costs and expenses (including, without limitation, reasonable attorneys', and professionals' fees) incurred by the Disclosing Party in enforcing this Agreement.

14. Severability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section 14, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

15. Publicity. Receiving Party shall not make any public disclosures regarding the Disclosing Party, or the Transaction, including but not limited to any advertisements, publications, or documents without the prior written approval of the Disclosing Party.

16. Authorization and Binding Obligations. Each Party represents to the other Party that the execution, delivery, and performance of this Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the signatory so authorized, and the obligations contained herein constitute the valid and binding obligations of such Party.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which when taken together are considered one in the same agreement.

18. Term. Unless sooner terminated by either Party in writing, this Agreement will remain in effect for a period of **five (5) years** from the date hereof. The term of this Agreement may be renewed thereafter upon written approval of the Parties. With respect to any Confidential Information disclosed prior to the termination of this Agreement, the obligations hereunder with respect to such Confidential Information shall survive such termination for a period of five **(5) years** from the date of disclosure of such Confidential Information.

The Parties have executed this Agreement as of the latest date included below each Party's signature.

Name of Counterpart

Address

Address

By: _____

Authorized Signatory

Print Name: _____

Title: _____

Date: _____

Signal Energy, LLC

2034 Hamilton Place Boulevard, Suite 100

Chattanooga, TN 37421

Attention: General Counsel

Email: Legal@signalenergy.com

By: _____

Authorized Signatory

Print Name: _____

Title: _____

Date: _____

SUBCONTRACTOR'S SAFETY & HEALTH PERFORMANCE DATA				
1 Contractor's Legal Name:				
2 Project Name:				
3 Work Scope (i.e. roads, foundations, tower erection, etc.)				
4 Worker's Compensation Experience Modification Rate (EMR) Data				
4a EMR is (Check One):	<input type="checkbox"/> Interstate Rate	<input type="checkbox"/> Intrastate Rate	Provide a letter from your insurance carrier verifying EMR information	
4b EMR Anniversary Date:				
4c EMR State of Origin:				
4d EMR for past 3 Years:	2020	2021		
5 Work Related Injury/Illness Data				
	2020	2021	2022	
5a Employee Hours Last 3 Years:				
5b Provide the Following Information From Your OSHA Form 300 for the Past 3 Years				
	2020	2021	2022	Provide OSHA Forms 300 (names redacted) and 300A associated with the information entered at left.
Number of Fatalities (Column G):				
Number of Lost Workday Cases (Column H):				
Number of Modified Duty Cases (Column I):				
Number of Other Recordable Cases (Column J):				
Total Number of Recordable Cases From Above:	0	0	0	
Total Recordable Injury Frequency Rate (TRIFR):	#DIV/0!	#DIV/0!	#DIV/0!	
Lost Time Injury Frequency Rate (LTIFR):	#DIV/0!	#DIV/0!	#DIV/0!	
Attach a letter of explanation for any work related fatalities listed above.				
6 OSHA Inspection History				
	2020	2021	2022	Totals
Number of OSHA Inspections:				0
Number of "Willful" Violations:				0
Number of "Repeat" Violations:				0
Number of "Serious" Violations:				0
Number of "Other Than Serious" Violations:				0
Total Number of OSHA Violations:				0
Attach actual agency copies of all citations reported in this section.				
7 Safety Program Information				
Does your company staff projects with dedicated safety professionals?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company require minimum OSHA-10 hr training for supervisors?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company provide and document safety training for project employees?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company conduct documented new employee orientation?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company have a written hazard communication program?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company have a written mandatory substance abuse program?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company conduct documented project safety inspections/audits?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company have a written incident investigation program?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your written program provide for Stop Work Authority for all employees?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
8 Organization's Safety Contact Information				
Safety Contact's Name:		Title:		
Phone Number:		E-mail:		