

## **Appendix G**

### **Contractor Insurance Requirements**

This **Exhibit** forms an integral part of the Agreement for the [Project Name] BESS ("Project") between Syrcuit Energy Solutions (the "Owner") and [Contractor Name] (the "Contractor").

1. Contractor's Insurance. Contractor shall, at all times during the period in which this Agreement is in force, provide and maintain the types and limits of insurance as set forth in this Exhibit. Contractor shall procure at its own expense and maintain in full force and effect during the life of this Agreement, with responsible insurance companies authorized to do business within the State where the modules are installed, the types and limits of insurance as set forth in this Exhibit. All insurance required to be maintained shall be placed with financially sound and reputable insurers at the time of inception of such coverage with an AM Best Rating of A-X or higher and with coverage forms reasonably acceptable to the Parties. Contractor, at its own cost, may purchase any additional insurance it believes necessary to protect its interests. Contractor shall comply with the terms of any policy required to be maintained by Contractor.
  - 1.1. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover statutory limits of the Workers' Compensation laws of the State of in which the Work is to be performed, including USL&H coverage, where applicable, and Employer's Liability (including Occupational Disease) coverage which shall cover all of Contractor's employees engaged in the Work.
  - 1.2. Commercial General Liability Insurance. Coverage for the activities of Contractor under this Agreement on an "occurrence" basis, including broad form coverage for products and completed operations, personal injury, contractual liability, contingent employer's liability, independent contractors, and non-owned and hired auto liability with primary coverage limits of One Million Dollars (US\$1,000,000) for injuries or death to one or more Persons or damage to property resulting from any one occurrence; Two Million Dollars (US\$2,000,000) minimum annual aggregate. The policy will not include a Contractor's Limitation Endorsement.
  - 1.3. Commercial Automobile Liability Insurance. Automobile liability insurance (at a minimum, Liability Coverage and Physical Damage Coverage) for all motorized vehicles (including coverage for owned, non-owned, and hired automobiles) with limits for Bodily Injury and Property Damage on an occurrence basis in the amount of One Million Dollars (US\$1,000,000) per occurrence; Two Million Dollars (US\$2,000,000) minimum annual aggregate. Such coverage shall be obtained by Contractor per accident for combined bodily injury, property damage or death.
  - 1.4. Excess Liability. Contractor shall maintain an umbrella policy that contains both excess liability coverage and umbrella coverage, and that operates on an occurrence basis covering claims in excess of the underlying insurance described in Sections 1.1, 1.2, and 1.3 (Employer's Liability only), above, each in the amount of Ten Million Dollars (US\$10,000,000) per occurrence, and on a following-form basis. The policy will not include a Contractor's Limitation Endorsement.

1.5. Property Insurance. Property damage insurance covering loss or damage to the panels during manufacturing. The policy will be on an “all risk” basis subject to normal and customary policy terms and conditions with not less than the full replacement cost for the values at risk at such time, including rigging, earthquake, and flood losses.

1.6. Transportation Insurance. Contractor shall maintain or cause to be maintained Transit coverage including Ocean Cargo and Inland Transportation from the Manufacturing Facility to the Port of departure, for any transport over waterways and from the Port of arrival to the Delivery Point. Transit Ocean Cargo and (Inland) transit “all risk” physical loss or damage coverage including coverage for War/Strikes, Riots and Civil Commotions Risks (excluding terrorism coverage on static risk), all subject to policy terms, conditions and exclusions. All insured goods/merchandise shall be valued at replacement cost new without deduction for depreciation but not to exceed the cost to repair or replace the property with material of like, kind, size and quality. Property of like, kind, size and quality means new property with the capabilities to perform the same functions and for the same design life of the property lost, destroyed or damaged. Performing repairs will not affect any rights under warranty. Primary exclusions shall include: delay, loss of market, inherent vice, nuclear reaction, radiation or radioactive contamination; terrorism on static risks. Primary extensions shall include: temporary storage; concealed damage thirty (30) days; 50/50 Clause – Construction All Risks policies, strikes, riots and civil commotions endorsement, and war risk policy.

2. Endorsements. All policies of liability insurance to be maintained by Contractor shall be written or endorsed to include the following:

2.1. With respect to General Liability, Automobile Liability and the Employer’s Liability portion of the Workers’ Compensation Insurance, to provide that the insurance shall waive any right of recovery which the insurer may have or acquire against Owner and Financing Parties, their affiliates, co-venturers, or their directors, officers, employees or agents for payment under such policies.

2.2. To provide a severability of interest and cross liability clause (Commercial General Liability insurance only);

2.3. With the exception of Worker’s Compensation and Employer’s Liability Insurance, be endorsed to name Owner and its successors and assigns as an additional insured and/or loss payee, as applicable. Contractor shall provide Owner with thirty (30) days’ prior written notice of any material modification to or cancellation of any of the required insurance coverages hereunder.

2.4. That the Commercial General Liability, Auto Liability and Excess Liability insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by (i) either Party, (ii) either Party’s subsidiaries, Affiliates and Financing Parties, and (iii) landowners of the Project Site;

3. Premium and Deductible Responsibility. All deductibles and self-insured retentions of policies required under Section 1 are the responsibility of the Contractor and Contractor shall pay all premiums payable in respect to the insurance of Contractor required hereunder. Owner shall have no responsibility for the payment of Contractor insurance deductibles or premiums.

4. Evidence of Insurance. Evidence of insurance required hereunder shall be in the form of certificates of insurance, including all required endorsements, and shall be provided to Owner no later than five (5) Business Days after the Effective Date of the Agreement. Contractor shall promptly advise Owner of any change in insurance coverage below the above-referenced limits. Annually upon written request, Contractor shall furnish continuing proof of coverage. Should any insurance policy required under this Agreement be cancelled, Contractor shall provide prompt written notice to Owner of such cancellation.

4.1. Upon request, Contractor shall furnish Owner the same evidence of insurance for the subcontractors.

5. Descriptions Not Limitations. The insurance coverages referred to in this Exhibit will be set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete nor to alter or amend any provision of the actual policies. Neither the content of any insurance policy or certificate nor approval thereof shall relieve either Party of any of its obligations under the Agreement.