

Scheele Engineering Corporation Electronic Signature Policy

Effective Date: September, 2020

Purpose and Scope of Policy

Scheele Engineering Corporation (“SECOR,” “we,” or “our”) has adopted this electronic signature policy (this “Policy”) to conduct business in an efficient manner by permitting the use and acceptance of electronic signatures (“e-signatures”) as an acceptable alternative to manual (*i.e.*, written) signatures (to the fullest extent permissible under applicable law) when entering into written agreements with U.S.-based counter-parties.

Pursuant to the ESIGN Act of 2000, an “e-signature” is defined as “an electronic sound, symbol, process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record and be legally bound.” In other words, it is a paperless (*i.e.*, digital) method of executing an agreement or other document with the intent to bind SECOR and counter-parties.

This Policy supersedes and replaces any prior rules, standards, or policies that SECOR may have established prior to the Effective Date with respect to its use and acceptable of e-signatures.

This Policy applies exclusively to domestic transactions. We do not extend the right to use or accept e-signatures in connection with any agreement (1) to be entered into with any non-U.S. person or entity; and/or (2) where the transaction(s) covered thereby will not take place exclusively in the U.S., unless prior written approval is first obtained from SECOR.

This Policy applies to every individual executing an agreement or other documentation on our behalf at any time, as well as to any US-based entity transacting business with SECOR as a counter-party to a contract. It sets forth the requirements and guidelines to be followed in connection with our use and acceptance of e-signatures.

Pre-Requisites to the Use of E-Signatures

The following requirements must be met prior to any use or acceptance of an e-signature on Company’s behalf:

- The employee or SECOR representative or agent seeking to execute the applicable agreement (the “Signatory”) has already been authorized to execute agreements on SECOR’s behalf.
- All counter-parties are U.S. persons or entities, and the transaction(s) covered by the agreement(s) are to take place solely within the United States.
- The transactions contemplated by the agreement do not involve the transfer of any rights in and to real property.
- The agreement’s term is no longer than one year, unless otherwise authorized by SECOR.

If any of the aforementioned requirements are not met, e-signatures may not be used or accepted on the applicable agreement unless prior written approval is obtained from SECOR.

SECOR e-SIGNATURE Policy

E-Mail and Other Electronic Correspondence

Extreme care must be taken when sending e-mails that could reasonably be considered an acceptance of any term, condition, covenant, agreement, representation, warranty, commitment, or arrangement of any kind, as this could unintentionally bind SECOR or a counter-party to an unwanted, enforceable contract. When in doubt, include a statement such as: "The statements set forth in this email in no way create an enforceable agreement upon either the sender or the recipient hereof."

Signature Authentication

SECOR does not dictate a particular method that must be used for obtaining or providing an e-signature. The authorized SECOR representative or employee or counter-party representative or employee handling the process must take whatever steps are necessary to (1) ensure mutual consent to conduct business electronically; (2) authenticate all e-signatures; (3) verify that the agreement executed is identical to the document which the signatory intended to sign and therefore be bound by; and (4) protect the confidentiality of all applicable proprietary information throughout the entire process. Absent written objection to use of e-signatures, SECOR will assume all counter-parties assent to electronic transactions any waive objection.