

CONTRACTOR SECURITY REQUIREMENTS

- I. Policy Statement. IDEAL Industries Lighting LLC dba Cree Lighting, a company of IDEAL Industries ("Cree Lighting") is committed to providing a safe, healthy, productive and efficient work environment for the benefit of its employees, customers and every individual who comes into contact with its employees and/or uses its products and services. Cree Lighting recognizes alcohol, drug and illegal substance misuse and abuse as a health, safety and security problem in the workplace. Accordingly, Cree Lighting maintains zero tolerance for illicit drug use or alcohol abuse by any individual assigned to work at Cree Lighting's premises. This statement of Contractor Security Requirements ("Statement") shall be applicable to all contractor employees assigned to work on Cree Lighting's premises, without exception. As used herein, "contractor" generally refers to any individual or firm that has been engaged to perform services for Cree Lighting under a written service agreement, purchase order or other contractual arrangement, including any employee or subcontractor working for the contractor, as applicable.
- II. Definitions. For purposes of this Statement, the following definitions shall apply:
- A. "Cree Lighting's premises" collectively refers to all buildings, facilities and parking areas owned or leased by Cree Lighting and all places where Cree Lighting conducts business.
 - B. "Illicit drug" collectively refers to any drug, controlled substance or intoxicant (other than alcohol) for which the use or possession is regulated by federal, state and local law or regulation, and includes prescription medications for which the individual does not have a valid prescription or which the individual is not using in accordance with a valid prescription.
 - C. "Alcohol abuse" refers to the presence of .04 percent or more blood-alcohol content in an individual's system during working hours. Notwithstanding any language herein to the contrary, this Statement does not require contractor to test for alcohol abuse other than at the beginning, during or at the end of the individual's work shift, and any positive test performed other than at such times shall not be deemed to be alcohol abuse for purposes hereunder. Pre-employment drug Screenings by contractor should not include testing for alcohol abuse.
 - D. "Screening" collectively refers to verifiable evidence that a criminal background check or a controlled substance examination, as applicable, the nature and scope of which is acceptable to Cree Lighting, was conducted in accordance with all applicable state or federal laws or regulations for every individual performing services for Cree Lighting on Cree Lighting's premises (i.e., "on-site services").
- III. Contractor Security Requirements. The undersigned contractor represents that it has obtained, or as provided in Section III(B) that it will obtain, a background check (the minimum consisting of a national background investigation for U.S. citizens and permanent residents and/or an international background investigation for foreign contractors and non-permanent residents) and illicit drug test, the nature and scope of which is acceptable to Cree Lighting, for each of its employees assigned to work on Cree Lighting's premises. Cree Lighting reserves the right to modify the scope of the

background investigation based on the nature and extent of work to be performed at Cree Lighting's headquarters in Durham, North Carolina or at one of its subsidiary locations. The undersigned contractor represents that in obtaining such Screenings it has complied with all applicable federal, state and local laws, including without limitation the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681u ("FCRA"); additional information about the FCRA is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

The undersigned contractor agrees not to assign any individual to work on Cree Lighting's premises who has ever been convicted of (or pled guilty to, including a plea of "nolo contendere") any misdemeanor relating to fraud, battery, drug possession, breaking and entering, larceny, theft, embezzlement or any similar crimes that indicate unsuitability for employment (unless such misdemeanor conviction is more than seven (7) years old) or any felony of any type (regardless of the conviction date). Notwithstanding the foregoing, if the contractor believes after evaluation of certain relevant factors that the individual's criminal history does not make him/her unsuitable for employment on Cree Lighting's premises, the contractor will request Cree Lighting to evaluate and reconsider the assignment of such individual to work on Cree Lighting's premises. The relevant factors are: the type of offense(s) (including the nature and gravity of the offense, mitigating circumstances surrounding the offense, and the individual's age at the time of the offense); the time elapsed since the offense; whether the offense has any bearing on the individual's job duties or qualifications and traits necessary for the job; rehabilitation efforts; and the individual's pre- and post-incident employment history.

The undersigned contractor further agrees not to assign any individual to work on Cree Lighting's premises who has tested positive for any illicit drug use or alcohol abuse within the prior twelve (12) months, unless the individual has successfully completed drug/alcohol rehabilitation, has demonstrated that he/she is no longer using illicit drugs or abusing alcohol and agrees to periodic testing to ensure continued refrain from the use of alcohol at work and/or the illegal use of drugs.

To establish compliance with these security requirements, the undersigned contractor shall comply with "A" **OR** "B below **AND** "C":

- A. Subject to the provisions in Section III(B) below, contractor shall promptly provide Cree Lighting with an acceptable Screening of all individuals presently assigned to perform on-site services for Cree Lighting. Subject to the provisions of Section III(B) below, for individuals assigned to perform on-site services for Cree Lighting in the future, the undersigned contractor shall provide an acceptable Screening to Cree Lighting prior to the start of the individual's assignment on Cree Lighting's premises. To be acceptable, the initial background check Screening may not be more than nine (9) months old and the initial illicit drug screening may not be more than three (3) months old; **OR**
- B. In lieu of the foregoing, contractor may submit verification to Cree Lighting on its company's letterhead, signed by an officer (or designee) of the company, that an employee or employees scheduled to perform services at a Cree Lighting site has/have complied with all security requirements set forth in this Statement. Such letter shall be in substantially the form attached hereto as Attachment A. Notwithstanding the foregoing, Cree Lighting reserves the right in its sole discretion to request a copy of the results of any employee's Screening. In addition, this Section III(B) shall not apply to any contractor requiring access to areas of Cree Lighting's premises where chemicals are stored; all such contractors must provide Cree Lighting with an actual copy of the Screening results for all individuals assigned to such areas.
- C. The undersigned contractor shall immediately remove any individual assigned to work on Cree Lighting's premises who is convicted of (or pleads guilty to, including a plea of "nolo contendere") any misdemeanor relating to fraud, battery, breaking and entering, larceny,

theft, embezzlement or any similar crimes that indicate unsuitability for employment or any felony of any type, or who has tested positive for illicit drug use or alcohol abuse.

- IV. Confidentiality. Cree Lighting acknowledges that all information received in accordance with this Statement is the confidential and proprietary information of the undersigned contractor (including its employees and subcontractors, if applicable) and shall not be released outside Cree Lighting without the written consent of the tested individual, except as otherwise may be required by law. Cree Lighting shall use all reasonable efforts to protect and hold the same in confidence, shall not use the information other than for the purposes expressly described herein and shall only disclose such information to its Security Manager and/or his designee(s) on a need-to-know basis. Contractor may send all required information by hand delivery, secure facsimile, electronic mail, reputable overnight courier or certified or registered mail, as follows:

**IDEAL Industries Lighting LLC
dba Cree Lighting
4401 Silicon Drive
Durham, North Carolina 27703
Attn: Security Manager**

**Phone: (984) 250-2881
E-mail: atrevino@creelighting.com**

Any questions pertaining to this Statement should be directed to Cree Lighting's Security Manager.

- V. Violations of this Statement. The undersigned contractor will ensure that its employees and subcontractors are aware of the requirements set forth in this Statement, that they comply with such requirements at all times while on Cree Lighting's premises and that they sign a consent, either in the form attached hereto or in such other form of consent as has been pre-approved by Cree Lighting, agreeing that Screening information will be provided to Cree Lighting. A copy of the signed consent shall be provided to Cree Lighting along with the initial Screenings. This form is solely for the purpose of authorizing contractor to release background check and substance abuse testing results to Cree Lighting pursuant to this Statement. It is not intended to be sufficient to comply with contractor's requirements under the FCRA or any applicable drug screening laws. Strict adherence to this Statement by the undersigned contractor is expected, and any refusal or failure to comply with this Statement shall be a sufficient basis for the immediate termination of a contractor's services and/or contractual arrangement with Cree Lighting. In the event Cree Lighting has reason to believe that an individual is performing on-site services in violation of this Statement, Cree Lighting reserves the right to immediately remove the individual from Cree Lighting's premises until the contractor verifies that neither the contractor nor the individual is in violation of this Statement.

[Signature Page to Follow]

RECEIVED AND ACKNOWLEDGED BY:

(Print Name of Contractor)

By: _____

Name: _____

Its: _____

Date: _____

**Screening information received on behalf of IDEAL Industries Lighting LLC
dba Cree Lighting:**

By: _____

Name: _____

Its: _____

Date: _____