Master Pricing Agreement

This MASTER PRICING AGREEMENT (this agreement) is between Judicial Council of California, the Superior Courts of California, the California Court of Appeals, including the California Supreme Court, and the Habeas Corpus Resource Center ("Buyer") and Sitmatic ("Seller") will commence the 1st day of December, 2015 and expire on the 30th day of November, 2020 with four (4) one-year options to extend the term, which option(s) may be exercised individually or collectively by the Buyer in its sole discretion any time prior to the expiration of the initial term or any option term. If the Buyer elects to extend the term of this Agreement, the Seller may negotiate price adjustments applicable to the option period(s). Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year period the previous 12 months' change in the Los Angeles Area Consumer Price Index as published by the U.S Bureau of Labor Statistics.

This Agreement applies to all Purchase Orders received prior to the effective date of termination. This Agreement takes precedence over any other Agreement between Buyer and Seller including Buyer's Purchase Order. It may not be modified unless mutually agreed upon in writing between Buyer and Seller.

All purchases under this Agreement shall be in the form of a written Purchase Order and shall be governed by the terms of this Agreement unless otherwise agreed to in writing. Unless otherwise agreed to in writing, all Purchase Orders will be written to Seller's local dealers who have signed Seller's "Letter of Participation" to accept orders under this Agreement.

The parties agree as follows:

1. **Scope.**
   - 1.1 Seller's items offered for sale include all Products listed in Exhibit A "Pricing", within the initial Contract Term of one (1) year.
   - 1.2 Pricing for lead times beyond the initial one (1) year time frame shall be renegotiated at that time.
   - 1.3 Payment terms are Net forty-five (45) Days from receipt of Seller's local dealer invoice to the "Buyer". Seller's local dealer is issued upon shipment of Products or completion of Services, if any ordered. Buyer does not pay any late fees.
   - 1.4 The prices paid by the Buyer to Seller as least as low as those fees charged by Seller to its other customers in local and state governments that are receiving substantially comparable products at substantially comparable volumes over a similar period of time to the products provided to the Buyer. The forgoing comparison shall take into effect total volume, geography (to the extent that geography has a direct effect on seller's actual costs), service levels, (when taken as a whole), technology, and assets associated with products provided by Seller in each case and any taxes and transition charges included within the charges for such products. If, during the term, Seller enters into a Government Contract

contradicting the forgoing sentence, Seller shall (a) give the buyer immediate notice of any such lower pricing, and (b) offer to the Buyer an immediate adjustment to the terms of this Agreement to reflect such lower pricing.

1.5 Seller, its subcontractors and local dealers shall comply with the state prevailing wage law, performed on the products funded by this Agreement. Compliance with State prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hours requirements; apprentice obligations; payroll recordkeeping requirements; and other obligations as required by state law.

1.6 Installation services will be quoted on a project by project basis, based on the scope of work and prevailing project conditions. Labor rates will be based on prevailing wages.

1.7 Buyer placing a Purchase Order under this Agreement shall have no obligation to pay for any Product that does not meet the requirements of this Agreement The Buyer will not make any advance payments for Products. One original and two copies of a correct, itemized invoice must be sent to the address shown on the Purchase Order. Each invoice must be printed on Seller's standardized printed bill form, and must include at a minimum (a) the Purchase Order number, (b) Seller's name and address, (c) the nature of the invoiced charge, (d) the description of Product being ordered, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, and (g) each item on the invoice designated as taxable or nontaxable. Amounts owed buyer due to rejection of all or a portion of the Product in said invoices will be, at the Buyer's option, fully credited against future invoices payable by the Buyer, or paid by Seller within thirty (30) days from Seller's receipt of a debit memo or other written request for payment from the Buyer. The Buyer shall have the right at any time to set off any amount owing from Seller to the Buyer against any amount payable by the Buyer pursuant to any Purchase Order or any other transaction or occurrence.

1.8 Buyer is exempt from Federal excise taxes and no payment will be made for any taxes levied on Seller's employee's wages. Buyer will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. All tax must be included as a separate line item on Seller's invoice.

1.9 Delivery of Product must be in accordance with the instructions included at the time the Purchase Order is placed. All deliveries must be made F.O.B. (free on board) destination as freight pre-paid. Regardless of whether specific delivery instructions are provided at the time the order is placed and noted on the Purchase Order, Seller is responsible for confirming, or re-confirming, as applicable, with the Buyer all details relevant to delivery and installation that the time and place of delivery and installation are acceptable to the Buyer. Buyer may not have a loading dock to accept deliveries. Seller should assume that all deliveries will be inside deliveries to a specific location in the interior of a building as designated by Buyer placing the

order. No charge for shipping, delivery (regardless whether delivery is to a loading dock or to a location inside a building) drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be incurred or paid by the Buyer, unless agreed to in writing.

1.10 Requests for order changes or cancellations must be in writing to Seller and are subject to Seller's approval. If approves, Seller will make changes according to published policy.

1.11 Seller's Products are warranted to be free from defects in material and workmanship for various periods, depending on the product, all as set forth in Seller's standard warranty in effect at the time of order and found in Seller's current Price Lists Catalogs. The warranty period will begin from the date of installation of Products.

1.12 Seller and its local dealers shall indemnify, defend (with counsel satisfactory to the Buyer) and hold the Buyer and its respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims (i) directly caused by or resulting in whole or in part from Seller's and its dealer's acts or omissions constituting bad faith, willful conduct, negligence or reckless disregard of its duties under this Agreement or any Purchase Order (ii) arising out of Seller's and its dealers breach of its confidentiality obligations under this Agreement, or (iii) arising out of or related to a breach of any of Seller's and local dealer's representations and warranties set forth in this Agreement or any Purchase Order.

1.13 Seller and its local dealers shall indemnify, defend (with counsel satisfactory to the Buyer) and hold the Buyer and its respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise, out of any claim of infringement, misappropriation, or unauthorized use of any patent, trade secret, copyright, trademark in connection with any Work furnished or provided by Seller and its dealers under this Agreement or any Purchase Order.

1.14 The Buyer may terminate this Agreement without cause by providing Seller and its local dealers with thirty (30) days prior written notice. If necessary, the Buyer will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.

1.15 The Buyer may terminate a Purchase Order for cause immediately if (1) the Product is rejected or (2) Seller and its dealers is otherwise in breach of the terms of such Purchase Order or this Agreement and such breech is not cured within ten (10 days) of written notice or longer period if agreed to in writing, or is not capable of cure.

Whether or not any breach by Seller and its local dealers is capable of cure, or is cured, is within the sole discretion of the Buyer who placed the Purchase Order.

1.16 The Buyer may terminate this Agreement for cause immediately if Seller and its local dealers fails or is unable to meet or perform any of its duties under this Agreement, and such failure is not cured within ten (10) days of written notice or longer period if agreed to in writing, or is not capable of cure. Whether or not any breach by Seller and its local dealers is capable of cure, or is cured, is within the sole discretion of the Buyer. If necessary, the Buyer and Seller and its local dealers will discuss performance of any Purchase Orders outstanding at the date of termination.

1.17 The Buyer's obligations under a Purchase Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Purchase Order. Upon written notice, the Buyer may terminate a Purchase Order, in whole, or in part, without prejudice to any right or remedy, for lack of appropriations of funds. Upon termination, the Buyer will pay Seller and its local dealers for the Product in production or delivered prior to the date of termination.

1.18 The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the City and County of San Francisco.

1.19 All financial, statistical, personal, technical and other data and information which are designated confidential by the Buyer (each a "Disclosing Party"), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available by the Disclosing Party to Seller and it's local dealer in order to carry out this Agreement or any Purchase Order, or which becomes available to Seller and its dealers in carrying out this Agreement or any Purchase Order ("Confidential Information") will remain the property of the Disclosing Party. Seller and its local dealers shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the Disclosing Party as Seller and its local dealers employs with respect to its own information of a similar nature. Seller and its local dealers shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Agreement. The obligations in this paragraph 1.19 will not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that sellers and its dealer shall first give prompt notice to the Disclosing Party of such order in such time as to permit to the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by Seller and its dealers without violating the Disclosing Party's proprietary rights as shown by Seller's and its local

dealers written records, (2) is or becomes publically known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by Seller and its local dealers at the time of disclosure, as shown by Seller and its local dealers written records, and Seller and its local dealers have no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the Effective Date, (5) is rightfully received by Seller and its local dealers free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.

1.20 Neither the Buyer nor its Seller and its local dealers shall assign this Agreement, either in whole or part, without the prior written consent of the other party in the form of a written Amendment signed by the Buyer and Seller and its local dealers. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the Buyer is required by law, statute, or regulation to assign this Agreement to another government entity for administrative or other purposes Seller's and its local dealers consent is not required. This Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

2. **Notices.**

All communication and/or notices by or permitted under this Agreement shall be in writing, sent via First Class Mail, addressed to:

Seller:	**Buyer:**
Sitmatic	Judicial Council of California
Attention: Contracts Dept.	Attention: Michael Quinones
1800 Raymer Avenue	455 Golden Gate Avenue
Fullerton, Ca 92833	San Francisco, CA 94102-3688

This Agreement incorporates the terms and conditions set forth in the appendix entitled "JBCL Appendix" attached to this Agreement. If there is any conflict between a provision in the appendix and any other provision of this Agreement, the provision contained in the appendix prevails.

IN WITNESS THEREOF, Buyer and Seller have executed this Agreement as of the final day and year written below.

BUYER:
Judicial Council of California
By: _____ 11/10/15
Name: Stephen Saddler
Its: Manager, Business Services

Seller:
Sitmatic
By: _____
Name: MARK WOODS
Its: CONTRACT ADMINISTRATOR

Exhibit A

Sitmatic Special Pricing Authorization CACOU41

Office Seating	Discount, Dock Delivery	Discount, Inside Delivery	Notes
$0-$20,000 (Net)	60%	50%	Discount from prevailing wages on orders of $20,000 or less and shipping to the same
$20,000 and up (Net)	62%	52%	Discount from prevailing wages on orders of $20,001 or more and shipping to the same
Fixed Seating			
$0-49,999 (Net)	60%	*N/A*	Discount from prevailing wages on orders of $49,999 or less and shipping to the same
$50,000 and up (Net)	62%	*N/A*	Discount from prevailing wages on orders of $50,000

Comments:

- **Add 12%** of net for delivery and installation on non-prevailing wage projects, installed during normal business hours.
- **Add 18%** of net for delivery and installation on prevailing wage projects, installed during normal business hours.
- **Add 26%** of net for delivery and installation on prevailing wage projects, installed after business hours, on weekends and holidays.

Installation or installation supervision is not included in this quote, unless noted on a separate line above. Where installation has been quoted, Sitmatic assumes the following site conditions: dedicated elevator access, clear dock access, work completed during normal business hours and an installation ready site that is free of debris. Conditions outside these terms may incur additional charges. Connection of power and data to the building pricing are not included. Installers must have working electricity for equipment and lighting. Approved change orders will be billed at installation hourly rate. Once installation date is established, any date change inside of fourteen (14) days will incur extra charges.

Exhibit B, JBCL Appendix
Judicial Council of California
JBCL APPENDIX

This JBCL Appendix contains the provisions required for compliance with Public Contract Code ("PCC"), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual ("JBCM") adopted pursuant to that law. In this appendix, (i) "Agreement" refers to the agreement into which this appendix is incorporated, (ii) "JBE" refers to the California judicial branch entity that is a party to the Agreement, (iii) "Contractor" refers to the other party to the Agreement, and (iv) "Consulting Services" refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

1. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

1.1. Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

1.2. National Labor Relations Board. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

1.3. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

2. Provisions Applicable Only to Certain Agreements. The provisions in this section are ***applicable only to the types of agreements specified in the title of each subsection***. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

2.1. Agreements over $10,000. This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

2.2. Agreements over $50,000. No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

2.3. Agreements of $100,000 or More. Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

2.4. Agreements for Services over $200,000 (Excluding Consulting Services). Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

2.5. Agreements of $1,000,000 or More. Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

2.6. Agreements for the Purchase of Goods. Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030.

2.7. Agreements for the Purchase of Certain Goods, and Printing, Janitorial, and Building Maintenance Services Agreements. If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

2.8. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

2.9. Agreements relating to DVBE Incentive. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

2.10. Agreements Resulting from Competitive Solicitations. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to

the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

2.11. Agreements for Legal Services. Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than $50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

2.12. Agreements Allowing for Reimbursement of Contractor's Costs. Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

2.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs. Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

2.14. Agreements that the JBE Cannot Terminate for Convenience. The JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for non-availability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.

2.15 Agreements relating to small business preference. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a "scrutinized company" as defined in PCC 10476, or (ii) receive written permission from the AOC to submit a proposal.

To submit a proposal to the AOC, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

☒ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

☐ 2. We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the AOC to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the AOC is included with our proposal.*

OR

☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a "scrutinized company" as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the clause in paragraph 3. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of* _____ *in the* *State of* _____