|  |  |
| --- | --- |
|  | 2000 Powell Street, Ste. 600  Emeryville, CA 94608 USA  +1.510.452.8000 main  +1.510.452.8001 fax |

ASSESSMENT AND CERTIFICATION AGREEMENT

FOR CLIENTS OF SCS AFFILIATES

|  |  |
| --- | --- |
| Client Name: |  |
| Client Address: |  |

1. This Agreement (the “Agreement”) is entered between Scientific Certification Systems, Inc., dba SCS Global Services, a California Benefit Corporation (“SCS”) and the Client identified above. SCS and Client are collectively referred to as the “Parties” and individually referred to as “Party” or by their proper name. This Agreement becomes effective on the date that the Client signs this Agreement below. SCS and Client hereby agree that the assessment and certification services, and any other services requested by Client and performed by       (Affiliate) as part of the assessment and certification process shall be performed according to Scheme Requirements in Schedule 1 and Certification Requirements in Schedule 2. Client also acknowledges that while it has a commercial contract with      (Affiliate) for services to be performed by       (Affiliate), that for assessment and certification services, Client’s contractual relationship is with SCS. Client agrees to abide all Scheme and Certification requirements and SCS agrees to make a determination on certification of Client per scheme requirements.
2. **Confidentiality.** This section describes the Parties’ responsibilities with respect to Confidential Information (defined below) they may exchange in connection with performing the Services under this Agreement.
   1. **Definition.** “Confidential Information” consists of information that is secret or proprietary to the disclosing Party, or designated by them as such, and which is either disclosed by or for the benefit of the disclosing Party or created in performing the Services, regardless of whether or not the information is subject to patent, trademark, service mark, trade secret, copyright or other legal protection. Without limitation, Confidential Information includes all of the following: technical analysis, compilations, calculations, know-how, procedures, methods and data; business strategies; sales forecasts; new product information, services and processes; marketing information and analysis; algorithms; formulas; product specifications and suppliers; inventions; research projects; lists of current or potential customers or suppliers and their associated contact information; personal information regarding either Party’s personnel; pricing policies; operational methods; financial information; and research and development capabilities.
   2. **Exclusions.** “Confidential Information” does not include information, which: (i) at the date of its disclosure can be shown to be already in the public domain, or which comes into the public domain other than as a result of a breach of this Agreement; (ii) at the date of its disclosure was already lawfully in the receiving Party’s possession (provided that the information is not already subject to confidentiality obligations owed to the disclosing Party; (iii) lawfully becomes available to the receiving Party from a source other than the disclosing Party, including its employees or agents who owe the disclosing Party a similar confidentiality obligation; and (iv) is developed by the receiving Party independently of any Confidential Information received from the disclosing Party. Except for trade secrets, Confidential Information shall no longer be treated as such ten years after the performance or termination of this Agreement.
   3. **Legally Compelled Disclosure.** If a Party is required to disclose Confidential Information pursuant to court order, legal process or as otherwise required by law, then prior to any such compelled disclosure, the Party will: (i) promptly notify the disclosing Party of the compelled disclosure and allow the disclosing Party to assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure; and (ii) cooperate with the disclosing Party’s efforts to protect against disclosure and/or efforts to obtain a protective order narrowing the scope of disclosure and/or use of the Confidential Information. Subject to these obligations, a Party is permitted to disclose the Confidential Information, but only to the narrowest extent necessary to legally comply with such compelled disclosure.
   4. **Further obligations.** The receiving Party shall take all reasonable security precautions to protect any such Confidential Information from disclosure as may be necessary under the circumstances, including, without limitation, the use of secure storage, secure rooms and facilities, locks, security personnel, security codes, passwords and other methods to protect documents, computer systems and other records from unauthorized access, theft, unauthorized duplication or distribution or discovery of contents and to prevent access to or observation of the practicing or demonstration of methods by unauthorized persons. The Parties shall require their respective personnel and agents with whom they share the other Party’s Confidential Information to execute a separate confidentiality agreement on terms substantially similar to the confidentiality provisions of this Agreement. If a Party learns that it has violated its confidentiality obligations under this Agreement (including violations by its employees or agents), it shall immediately notify the other Party and provide all reasonable cooperation to redress and limit the violation.
3. **Intellectual Property.** Neither Party confers to the other any right, title or interest of any kind in any copyright, trademark, service mark, invention, know-how, concept, technique, patent or other form of intellectual property (collectively, “Intellectual Property”), except as expressly granted in writing in the attached schedules. Client shall strictly adhere to the specified restrictions and requirements applicable to any Intellectual Property rights granted by SCS and any applicable Scheme.
4. **Termination; Suspension.** Either Party may terminate further performance of the Agreement if the other Party commits a material breach of its obligations under this Agreement or the requirements of any applicable Scheme, or if the underlying certification expires or is terminated. SCS may suspend performance of the Services and any rights granted to Client under the Agreement for any reasons justifying termination above.
5. **Governing Law; Dispute Resolution.** This Agreement is governed by and construed in accordance with the laws of the State of California, and any dispute, arbitration or lawsuit or action will be venued in San Francisco County, California.
6. **Miscellaneous.**
   1. **Liability.** In no event shall either party be liable for any consequential, incidental or special damages hereunder.
   2. **Non-reliance; Authority.** Client acknowledges that it has entered into this Agreement in reliance upon its own examination and valuation of any applicable Scheme and not upon any actual or alleged statements by SCS, its employees or agents regarding the utility or commercial profitability of participating in such Scheme. Each Party warrants that it has full power and authority to enter into and perform its obligations under this Agreement and any subsequent Work Order.
   3. **Assignment; No Third-Party Beneficiaries.** Neither Party may assign this Agreement without the other Party’s prior written consent. Excluding any rights granted to third parties pursuant to the terms of any applicable Scheme related to the Services, nothing contained in this Agreement shall create a contractual relationship with or give rise to a cause of action in favor of any third party against either SCS or Client.
   4. **Notices.** Any notice, approval, consent or other communication pursuant to this Agreement shall be in writing and sent to the address of the Primary Contact specified in the beginning of this Agreement or such other person identified by that Party in writing. Such communication shall be transmitted by: (i) a national or international courier service that provides tracking and evidence of delivery; (ii) certified U.S. mail (return receipt requested); or (iii) e-mail, provided that the receiving Party confirms receipt in writing. Notice shall be deemed given upon receipt or the receiving Party’s refusal to sign the requested confirmation of receipt.
   5. **Waiver.** No modification or waiver of this Agreement is valid unless in writing and signed by both Parties. Either Party’s waiver of any breach, failure to enforce any right or failure to require strict performance of any obligation shall not constitute a waiver of the same or any other right to which that Party is entitled, nor shall such conduct in any way affect, limit, modify or waive that Party’s right thereafter to enforce or compel strict compliance with every provision of this Agreement.
   6. **No Joint Venture.** Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between the Parties, and no such relationship shall be implied from performance of this Agreement or the Services.
   7. **General.** This Agreement may be executed in one or more counterparts. Faxed, e-mailed and other forms of electronic signatures are equally effective and binding as originals. Time is of the essence in this Agreement. This writing constitutes the entire integrated agreement and supersedes all prior agreements and discussions between the Parties concerning the Services, including any prior non-disclosure or confidentiality agreement between the Parties. Neither party is bound by any representation, warranty, promise, statement, or information, unless it is specifically incorporated into this Agreement or incorporated Schedules. If a part of this Agreement is held to be unenforceable for any reason, then that part will be stricken, and the remainder of this Agreement will remain in full force and effect. This Agreement will bind and inure to the benefit of the parties’ respective heirs, executors, administrators, successors, and assigns.
7. **Publicity and Promotion**. Neither Party may publicly use the other’s logo, trademark or service mark without their prior written consent.

# Schedule 1 – Program Specific Requirements\*

\* For Clients applying for consideration under multiple Programs, SCS may provide separate schedules for each program.

Forest Stewardship Council® (FSC®)

1. **Program**
2. SCS warrants that its Forest Management and Chain of Custody Programs are duly accredited by Accreditation Services International, GmbH (ASI) to conduct Forest Stewardship Council (FSC) Forest Management and Chain of Custody certification in accordance with the applicable requirements of FSC.
3. If Client is determined to be in conformance with all applicable normative requirements, certification is granted within a defined scope (the “Scope of Certification”), which defines the sites, products and/or processes or activities that are included in an evaluation, together with the certification standard(s) against which these have been audited.
4. SCS shall make available to Client the applicable rules and regulations of the Forest Management/Chain of Custody programs. All current normative documents are available on SCS’ website at <https://www.scsglobalservices.com/certification-standards-and-program-documents> and FSC’s website at <https://ic.fsc.org/en/certification>.
5. **Certification Assessment Process**
6. A Work Order or equivalent shall be sent to Client to confirm the required Scope of Certification, and typically to inform Client of the associated fees. The document shall be signed by Client to demonstrate acceptance of the scope of work. A Work Order is usually issued annually but can be written to cover a five-year audit cycle. It is sometimes referred to as a Proposal or a Service Provision Schedule.
7. Client shall enable the SCS representative to conduct an assessment of all relevant Product(s), Process(es) and/or Site(s) related to the specified Forest Management and/or Chain of Custody standards and requirements, as elaborated by the applicable FSC standards and other applicable FSC certification policies, interpretations, guidance documents, advice notes or any other documentation and detailed in the Work Order or equivalent. On‑site assessments may be of Client-owned or operated properties, offices and/or outsourced facilities necessary to determine conformance with the applicable certification requirements.
8. This agreement (Professional Services Agreement, or PSA) and the FSC Trademark License Agreement (TLA) shall be signed and returned to SCS prior to the initial evaluation audit.
9. Client shall disclose current or previous applications or certification with FSC and/or other forestry certification schemes in the last five years. If applicable, Client shall supply SCS with the latest available FSC audit report of the last five years to consider it in the certification process.
10. Client shall fully disclose to SCS all information deemed necessary to conduct its evaluation of Client’s Forest Management/Chain of Custody processes, which may include but is not limited to: (a) management planning documents; (b) inventory records, including forest inventory and monitoring information; (c) annual harvest volumes / production records, including job tickets, conversion rates, and inter-departmental transfers where appropriate; (d) lease agreements; (e) documentation related to lawsuits; (f) documentation related to legal violations; (g) customer/public complaints; (h) records of consultations with stakeholders; (i) all Client’s policies and procedures; (j) annual expenditures; (k) purchase and sale of products including purchase orders and bills of lading; (l) sales records including aggregated sales information; (m) records of vendors and aggregated purchasing information; (n) invoices and invoicing; (o) training records; (p) trademark use and approval records; (q) any above records related to non-certified materials, and (r) any additional records as deemed appropriate by SCS in order to ensure that Client complies with specified certification requirements. If requested documents are not received at least two weeks prior to an on-site Forest Management evaluation, or one week prior to a Chain of Custody evaluation, SCS reserves the right to postpone the evaluation.
11. Client acknowledges that SCS, FSC and ASI have the right to access confidential information, examine documentation deemed necessary, including that provided by contractors and/or suppliers, and access the relevant equipment, location(s), area(s), personnel, and/or bodies providing outsourced services to clients for the purposes of establishing Client’s conformance to FSC requirements. Client agrees that such requests shall not be unreasonably withheld, and acknowledges that access to these third-party facilities may be required in order to include outsourced services, suppliers and/or standards in the Scope of Certification.
12. Upon completion of the assessment, SCS shall make a certification decision that may lead to the award of Forest Management/Chain of Custody certification. SCS has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of SCS, could affect the outcome of its evaluation.
13. Unless sooner terminated by either party, the term of FSC certification shall be five years, subject to continued compliance with applicable requirements including annual surveillance audits. SCS reserves the right to conduct additional surveillance audits beyond the regularly scheduled annual surveillance audit.  SCS may deem that additional surveillance audits are necessary due to non-conformities with the standard, complaints, changes to the Scope of Certification, or other matters requiring additional surveillance.
14. Client may not reject a request by SCS for a witness audit or a shadow audit to be conducted by ASI. All clauses referencing SCS are applicable to ASI as well, in the case of a compliance audit. Fees associated with a witness audit shall be limited to the fees to cover the participation of SCS staff and/or contract auditors that are being witnessed. Client shall not bear any costs related to the participation of the Accreditation Body. Failure to authorize a witness or compliance audit shall be grounds for immediate termination of the certificate by SCS, and may be subject to further action by ASI or FSC at its sole discretion.
15. Subsequent to the award of certification, SCS shall have the right, at any time during normal business hours, with or without prior notice to Client, to inspect Client's operations that are included in the Scope of Certification and to audit written documents pertaining to the purchase, production and sale of certified products, at SCS' sole discretion.
16. In the event that a complaint is submitted, Client acknowledges that the complaint is first handled according to SCS’ dispute resolution procedure and, if not resolved, only then referred to ASI and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents.
17. Recertification may be granted for a new five-year period of validity upon completion of a re-evaluation audit, provided continued conformance to all applicable requirements can be demonstrated and SCS has received a new signed Professional Services Agreement (PSA) and signed FSC Trademark License Agreement (TLA). In addition, the right to use FSC trademarks must not be suspended.
18. **Conditions of Certification**
19. Client agrees to comply with the following conditions for the issuance and maintenance of Forest Management/Chain of Custody certification:
20. implement any actions required to correct minor and/or major non-conformities with the applicable standard(s) within the maximum period specified by SCS;
21. comply with all applicable requirements of SCS and FSC, including regarding claims, logos, certification marks or trademarks;
22. pay all specified fees and costs in a timely manner;
23. undergo surveillance as determined by SCS, including unannounced or short-notice surveillance evaluations when necessary;
24. consider the participation of observers as specified in FSC-PRO-01-017, when applicable. Note: Per FSC-PRO-01-017, Observers shall only be allowed to participate in audits with prior written approval from the auditee (Client) and the certification body (SCS);
25. inform SCS within ten days of changes in the ownership, structure of the organization (e.g. changes in key managerial staff), certified management systems, or circumstances which relate to the implementation of FSC certification requirements, and of any fundamental departure from the Forest Management and/or Chain of Custody procedures that have been certified;
26. not use its certification in such a manner as to bring SCS, FSC or ASI into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorized; and
27. maintain a valid and unsuspended Trademark License Agreement for the FSC Certification Scheme with SCS.
28. Client acknowledges that the physical handling of certified material at a facility that is not included in the Scope of Certification (“excluded facility”) or the sale of products or product groups that are not included in the Scope of Certification may constitute a material breach of the requirements and result in the issuance of Major Non-conformities and/or the suspension of certification.
29. Client is responsible for keeping a record of all complaints made known to Client relating to conformance with certification requirements and making these records available to SCS when requested; taking appropriate action with respect to such complaints and any deficiencies found in products that affect conformance with the requirements for certification; and documenting the actions taken.
30. SCS reserves the right to charge for any additional work relating to follow-up of Corrective Action Requests.
31. SCS shall have the right to suspend or terminate Client’s certification with immediate effect if, in the sole opinion of SCS, Client is not in conformance with the conditions specified for the maintenance of the certificate.
32. In the event that a certificate is suspended or terminated, Client shall:
33. immediately cease to make any use of any Program trademarks, or to sell any products previously labeled with Product trademarks bearing Client’s trademark license or certificate code, or to make any claims that imply that Client or their products comply with the requirements for certification;
34. identify all relevant existing customers, and advise those customers of the suspension or termination in writing within three business days of the suspension or termination, and maintain records of that advice;
35. cooperate with SCS, ASI and/or FSC to confirm that these obligations have been met.
36. In the event that a certificate is terminated, Client shall:
37. return the certificate to SCS or destroy the original, and commit to destroy any electronic copies and hard copies in their possession;
38. remove all uses of Program trademarks from its products, documents, advertising or marketing materials, at its own expense.
39. Client shall be responsible for all certificate fees (e.g. FSC AAF) that are due for the period of certification, including fees incurred during periods of suspension and regardless of the current status of the certificate.
40. **Requirements about Program Trademarks**
41. Use of Program trademarks for off-product and on-product use shall be governed by the FSC standards and requirements, and Trademark Licensing/Logo Usage Agreement where applicable.
42. In addition to complying with certification requirements, and with the labeling and language requirements of the “SCS Certification, Validation, and Verification Program Labeling and Language Guidelines”, Client shall:
    1. not make any advance claims regarding their certification prior to the issuance of a valid Forest Management/Chain of Custody certificate;
    2. make claims regarding their certification only in respect to the Scope of Certification which has been granted;
    3. use certification only to indicate that products are certified as being in conformance with specified standards;
    4. make on-product or off-product reference to certification only in compliance with the specific requirements of FSC;
    5. otherwise abide by all trademark usage requirements of FSC.
43. If there is any reasonable suspicion that the SCS and/or FSC trademarks have been improperly or deceptively used by Client, SCS at its sole discretion may immediately suspend certification and therefore the right to use the trademarks until the situation is clarified.
44. If the misuse or deceptive use of the SCS and/or FSC trademarks by Client is proven, SCS may issue Corrective Action Requests or may at its sole discretion terminate the certification, and subsequently revoke Client’s right to use of the associated trademarks.
45. SCS shall have the right to use information which is brought to the attention of any SCS representative to follow up on infringements of the SCS and/or FSC trademarks and/or their intellectual property rights.
46. Client acknowledges the title of FSC’s intellectual property rights and that FSC shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for Client to use or cause to be used any of the intellectual property rights.
47. **Supplemental Confidentiality Provisions** 
    1. ASI and FSC shall have right of access to Confidential Information that has been provided by Client to SCS, in order to evaluate Client compliance with all relevant requirements.
    2. Information is considered proprietary and shall be regarded as confidential, except for information that Client makes or is required to make publicly available or when agreed between SCS and Client (e.g. for the purpose of responding to complaints). Information about Client that is not publicly available and is obtained from sources other than Client (e.g. from a complainant) shall be treated as confidential, unless the source of information and Client give written consent to disclose it.
    3. FSC requires that SCS publish specified information, as indicated in the applicable FSC normative documents, including but not limited to: Client name and address(es), email, phone, certificate code, certificate issuance and expiration dates, standards against which Client is certified, members of a group or multi-site certification (where appropriate), Client contact person, product groups (including product class, product type, species, and material categories, where applicable), and a public summary of the certification evaluation report (for COC Controlled Wood, this includes the company public summary, SCS’ summary and the results of the risk assessment).
48. **Changes Affecting Certification**
49. In the event that Client wishes to change the Scope of Certification (e.g. add outsourcers, add participating sites or group members, change pesticide use):
    1. Client shall notify SCS of the desired changes in accordance with applicable certification requirements and within timelines required by FSC normative documents;
    2. The change of the Scope of Certification shall not include or result in an extension of the certificate’s expiry date beyond the time period for which it was originally issued;
    3. SCS reserves the right to perform an on-site inspection prior to granting a change to the Scope of Certification. Such an on-site inspection is required if the change is significant in terms of area, management or operational implications.
50. If a change in the Scope of Certification is granted, SCS shall review the wording of the certificate previously issued, and if necessary issue a new certificate reflecting the new Scope of Certification. In such cases, the old certificate shall be returned or destroyed by Client.
51. Client acknowledges that SCS and FSC have the right to revise the requirements of certification within the period of validity of the certification, including the revision of costs and fees.
52. All mandatory standards have an effective date. SCS shall inform Client of changes to the certification requirements within 30 days that such changes are approved by FSC.
53. SCS makes no representation that the requirements of certification will not materially change during the duration of the certificate. It is the responsibility of Client to ensure that it maintains conformance with current applicable FSC requirements.
54. In case of reduction, suspension or termination of the scope of SCS’ FSC accreditation, Client acknowledges that the certificate will be suspended *ipso facto* within six months after the date of reduction, suspension or termination of the respective scope of FSC accreditation. In such cases, SCS shall inform all affected clients within 30 days after the reduction, suspension or termination of the scope of FSC accreditation that the accreditation of SCS has been reduced, suspended or terminated, and that Client must seek a new certification body within six months to keep their certification valid.
55. **Miscellaneous Provisions**
56. SCS shall not be obliged to enter into or maintain any commercial or other relationship with any entity, or issue or maintain a certificate previously issued to any entity, whose activities conflict with the obligations of SCS as specified in its accreditation contracts with FSC and ASI, or which, in the sole opinion of SCS, reflect badly on the good name of SCS, ASI and/or FSC.

# Schedule 2 - Certification Requirements

1. Client Responsibilities. Client shall be solely responsible for:

1.1. Fulfilling the certification requirements and implementing appropriate changes when they are communicated to Client by SCS;

1.2. Ensuring that, If the certification applies to ongoing production, the certified product continues to fulfil the product requirements and making all necessary arrangements for the conduct of the evaluation and surveillance (if required), including i) provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Client's subcontractors; ii) investigation of complaints; iii) the participation of observers;

1.3. Keeping a record of all complaints made known to Client relating to compliance with certification requirements and making these records available to SCS when requested; taking appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; and documenting the actions taken;

1.4. Notifying SCS, in writing, without delay, of changes that may affect its ability to fulfill the certification requirements.

2. Use of License, Certificates and Marks of Conformity. SCS grants to Client, effective upon receipt of a Certificate or Report, a nonexclusive, nontransferable, and revocable license to use of Program Trademarks solely on the products assessed by such Certificate(s) or Report(s) in order to market, promote or sell such products, services and/or SCS findings. Any products promoted with the Program Trademarks must: (i) be manufactured by Client or a supplier under contract with Client as of or after the Certification date, (ii) be approved by SCS in writing as covered by such Certificate or Report, and (iii) comply with the Program Requirements. Client may not sublicense the foregoing license rights without SCS’ prior written consent, including, but not limited to, to customers or distributors of Client.

2.1. The SCS Intellectual Property and Program Trademarks shall be used only in accordance with the terms of this Agreement, and the conditions outlined in the SCS Certification, Validation, and Verification Program Labeling and Language Guidelines, including any additional Program Trademark requirements referenced therein;

2.2. Client shall not use its product certification in such a manner as to bring SCS into disrepute and shall not make any statement regarding its product certification that SCS may consider misleading or unauthorized;

2.3. Client shall make claims regarding certification or verification/validation consistent with the scope of such certification or verification/validation.

2.4. If Client provides copies of the certification or verification/validation documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;

2.5. In making reference to its product certification in communication media such as documents, brochures or advertising, Client shall comply with the requirements of SCS or as specified by the certification scheme;

2.6. Client shall comply with any requirements that may be prescribed in the certification Scheme relating to the use of marks of conformity, and on information related to the product.

3. Witness Inspections. Clients shall not reject a request for a witness or compliance audit by the oversight body supporting the accreditation of SCS to conduct Program-related certification, verification or validation services, as relevant.

4. Complaints and Appeals Resolution. For purposes of this Agreement, the terms “Complaint,” “Appeal,” and “Dispute” shall have the meanings as specified in the SCS “Corporate Complaint, Appeal and Dispute Procedure.”

4.1. Client shall have the right to appeal a certification decision, or the findings of a verification or validation statement as set out in the SCS Corporate Complaint, Appeal and Dispute Procedure.

5. Suspension, Termination, and Withdrawal. Upon suspension, withdrawal, or termination of certification, Client shall discontinue its use of all advertising matter that contains any reference thereto and take action as required by the certification scheme (e.g. the return of certification documents) and take any other required measure;

5.1. Client shall cease to be entitled to use and cease to use and not thereafter use, market, display or permit the use of any of the Intellectual Property, Program Trademarks and the rights granted pursuant to this Agreement, and at its own expense, remove all references to the Program from its products or processes, with the exception that SCS may, at its sole discretion, agree to permit Client, for a specified period, to continue selling or otherwise distributing any conformant inventory that was labeled with the Program Trademark prior to the termination, withdrawal or suspension and in full accordance with the terms of this agreement, if permitted by the certification scheme.

5.2. Client may choose to withdraw its application for services at any time prior to the issuance of a certificate, or a statement of verification or validation. This withdrawal must be submitted by Client to SCS in writing. The date of withdrawal shall be deemed to be the date upon which SCS has received this written request. If the application is withdrawn, Client shall pay for all services provided up to the date of withdrawal.

|  |  |
| --- | --- |
| **CLIENT:** | **SCS:** |
| Signature    \_\_\_\_\_\_\_ Print Name    Title    Date | | Signature  Stanley Mathuram  Print Name  Vice President, Sales  Title    Date | |