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Agreement for B Corporation Certification

Introduction

This agreement (the "Agreement"), dated as of 11-Jul-23, is between GLOBAL VISION DIRECT LIMITED ("Company") and B Lab Company, a Pennsylvania nonprofit corporation ("B Lab").

The purpose of this Agreement is to establish (1) the terms by which B Lab will certify the Company as a Certified B Corporation™, a certification of a company's overall social and environmental performance, public transparency, and legal accountability, (2) the terms under which that certification will continue or may be terminated, (3) the process under which that certification may be renewed in the future, (4) the obligations of the Company as a Certified B Corporation™, (5) the rights of the Company and B Lab to use certain intellectual property of the other, and (6) the rights and obligations of the Company and B Lab with respect to this Agreement.

1. Requirements for Certification

In order to be certified as a Certified B Corporation™, the Company must meet the requirements described in this section, as they may be amended from time to time.

1.1. **Performance Standards.** The Company has and will demonstrate its performance in accordance with this section 1.1.

1.1.1. Prior to the date of this Agreement the Company has completed the following steps:

- 1.1.1.1. The Company has used best efforts to accurately complete and submit its B Impact Assessment, including the Disclosure Questionnaire, for review, recognizing that B Lab relies on the accuracy, completeness and truthfulness of the Company's submission; earned a reviewed score of at least 80 points on the B Impact Assessment; and fulfilled any required outcomes of the Disclosure Questionnaire and/or the Background Check or Complaints procedure (see [Appendix A](#))
- 1.1.1.2. The Company has attached all required documentation to complete its B Impact Assessment™ review.

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1.1.1.3. The Company has submitted to a "Site Review" of the Company's B Impact Assessment if selected, as provided for in [Appendix A](#).

1.1.2. The Company agrees that if it wishes to remain certified, it must participate fully in the recertification process required by B Lab at the appropriate time.

1.1.2.1. If the Company does not complete the requirements of B Lab's recertification process or if the Company terminates its participation in the recertification process, B Lab may terminate this Agreement pursuant to section 4.2.

1.1.2.2. In the event that the Company's performance fails to meet the standards required for recertification, the Company will be provided with notice and a cure period established by B Lab during which the Company may work towards improving the Company's performance. During the cure period, the Company will continue to be a Certified B Corporation™, if and only if the Company has given B Lab a written commitment to improve the Company's performance within 90 days after the cure period begins. If the Company's performance remains below the threshold for recertification at the end of the cure period, B Lab may terminate this Agreement pursuant to section 4.2.

1.2. **Transparency Requirements.**

1.2.1. The Company agrees that B Lab may make the Company's B Impact Report and basic Profile information available on www.bcorporation.net, and other B Lab and affiliated websites (i.e. B Lab and Sistema B Global Partner websites) at all times while the Company is a Certified B Corporation™.

1.2.2. Subject to section 1.2.3, the Company is not required, but may elect, incremental transparency of its full B Impact Assessment on www.bcorporation.net.

1.2.3. If the Company is a wholly-owned subsidiary, a majority-owned subsidiary with a parent company that earns more than \$1,000,000,000 USD in annual revenue, or a public company