

SCS PROFESSIONAL SERVICES AGREEMENT

Client Name:			
Client Address:			
	<u>SCS Primary Contact</u>	<u>Client Primary Contact</u>	<u>Client Secondary Contact</u>
Name:	Verónica Vázquez		
Title:	Director IMS & BLAB		
Email:	vvazquez@scsglobalservices.com		
Phone:			
Cell:	+598 98 018000		

This Professional Services 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 last party signs this Agreement below.

B CORP CERTIFICATION TERMS AND CONDITIONS

1. Services. These Terms and Conditions govern the attached Scope of Work. All services performed under this Scope of Work ("Services") will be performed in accordance with the professional standard of care. SCS makes no guarantee that Client's products or services will satisfy the requirements of a scheme or standard in relation to which the Services are performed (the "Scheme"). The terms and conditions set forth in the attached Schedules are incorporated into the Scope of Work as if set forth therein. In case of inconsistency or ambiguity, the following order of precedence shall prevail: (i) the Scope of Work; (ii) Schedule 1; (iii) Schedule 2; and then (iv) these Terms and Conditions.

2. Compensation. Client shall not be responsible for payment to SCS for the Services. All fees for the Services will be paid to SCS by B Lab Corporation pursuant to an agreement between SCS and B Lab Corporation.

3. Client duties. Client must provide all information requested by SCS to fulfill the requirements of any Scheme and provide SCS with access to Client's properties, facilities, products, personnel, and records as needed for SCS to perform the Services in accordance with the Scheme. Client represents and warrants that all information that it provides to SCS will be accurate, truthful, and complete.

4. Confidentiality. As of the date set forth in the Scope of Work and for a period of ten (10) years after performance of the Services, the parties shall treat as confidential all information shared between the parties and take every reasonable precaution and use all reasonable efforts to prevent the unauthorized use or disclosure of the information. The parties agree to take all steps reasonably necessary and appropriate to ensure that their employees, contractors, or other third-party providers who require access to such information treat all information as confidential. Information shall not be considered confidential if it is: (a) already known or independently developed by, or for, the receiving party; (b) is or becomes publicly known or available through no wrongful act of

the receiving party; (c) is disclosed to a third-party by the disclosing party without confidentiality restrictions; (d) is disclosed to receiving party by a third-party without, to the receiving party's knowledge, violation of any confidentiality restrictions; or (e) is required to be disclosed by applicable law or court order.

5. Intellectual Property. Neither party confers any right, title, or interest of any kind in any intellectual property, except as may be expressly granted in writing. Client shall strictly adhere to the specified restrictions and requirements applicable to any intellectual property rights granted by SCS or any applicable Scheme. SCS may anonymize and aggregate any data provided to SCS by Client for the purpose of improving, refining, and developing SCS's services and goods to be offered or provided to SCS clients and/or for SCS' internal uses.

6. Indemnification. Each party shall indemnify and hold the other party (including such party's subsidiaries, parents, affiliates, shareholders, directors, officers, employees, and agents) harmless from any and all claims, damages, losses, and any other liability (including reasonable attorney's fees) to the extent caused by such indemnifying party's (i) breach of contract; or (ii) negligent act, error or omission, recklessness, or willful misconduct.

7. Limit of Liability. Neither party shall be liable to the other party for any indirect or consequential damages. SCS's total cumulative liability under the Scope of Work shall not exceed fifty thousand dollars (\$50,000.00).

8. Termination. Client may terminate this Scope of Work for convenience by providing SCS with thirty (30) days prior written notice, provided that nothing herein shall limit or abridge SCS's right to recover from B Lab Corporation any Service Fees owed for any Services already performed and reimbursement for any non-cancellable expenses incurred. Either party may terminate this Scope of Work for cause by providing the other party with thirty (30) days written notice, provided that the breaching party shall have fifteen (15) days to remedy such breach to avoid termination.

9. Governing Law; Dispute Resolution. The Scope of Work and these Terms and Conditions are governed by the laws of the State of California. Any dispute between the parties will be resolved through binding arbitration administered by JAMS, located in San Francisco County, California.

10. Marketing. Upon successful completion of the Services, SCS may promote Client's achievements on the SCS website and promotional materials.

Schedule 1 – Program Specific Requirements*

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

Program

- A. Client and/or Client's Process(es) or Product(s) shall be assessed under the requirements of the following Program: B Lab
 - B Lab Standards
- B. The assessment shall be conducted in accordance with the Program-specific requirements described below or in the following document(s):
 - BLAB Assurance Provider Requirements
 - Other applicable B Lab normative documents and associated procedures if relevant to the scope of certification.

Client and Product / Process

- A. Client shall enable the SCS representative to conduct an assessment of all relevant Product(s) and/or Process(es), including, but not limited to, the following:

All program documents related to B Lab Standards Certification, and unlimited and unconditional access to any and all aspects of the economic operator's operation(s) and respective premises, as well as full access to documentation and operations of any external third parties engaged by the economic operator and/or any part of its operation(s) that fall under the scope of certification.
- B. In the event of suspension or withdrawal, Client shall notify all affected parties of the suspension and maintain records of that notification.

Additional Program Specific Agreements

The Client agrees to:

- A. Cooperate fully with the assurance provider, B Lab, and their authorized representatives during all certification and audit activities.
- B. Adhere to the B Lab Global Brand Book and comply with all intellectual property usage requirements.
- C. Undergo regular audits, respond promptly to identified nonconformities, and take any corrective actions required to achieve or maintain certification status.
- D. Inform the assurance provider of any changes that may affect certification, including operational, legal, or structural changes.
- E. Acknowledge that B Lab reserves the right to modify the B Lab Standards and Certification Process Requirements at its discretion.
- F. Maintain continued conformity with all applicable requirements to preserve valid certification status.
- G. Provide consent to being listed on the B Lab website as a certified entity upon a positive certification decision.

Records and Forms

- A. Client shall be responsible for completing the information requested in the following forms:
 - BLAB Request Form
- B. Client shall be responsible for making relevant records available to SCS for review, examples of records include, but are not limited to, the following:
 - Government issued operation permits and licenses
 - Environmental and labor, health and safety records
 - Process flow diagrams
 - Previous internal and external audit reports
 - Quality, environmental and/or safety policy
- C. Client shall be responsible to maintain all documentation for a period of at least five (5) years or longer if mandatory according to prevailing laws and regulations.
- D. Access to the B Lab Standards, Interpretation Log, and Variance Procedure may be found at bcorporation.net
- E. The SCS Global Services Complaints and Appeals procedure is available at www.scsglobalservices.com/your-feedback

Remote and On-Site Assessment

- A. Client shall permit and enable the SCS representative to conduct a remote audit using Information Communication Technology (ICT) means that are approved by SCS.
- B. When applicable, client shall permit and enable the SCS representative to conduct an on-site assessment audit of all relevant properties and/or facilities, as listed in accompanying documentation (e.g. Work Order, Proposal).
- C. As described in Proposal/ Work Order, Client must make provisions, when applicable, to accommodate observers. This will be scheduled in agreement between Client and SCS.

Additional Nonconformity Review

- A. SCS includes time to review evidence provided for nonconformities (NCs) identified during the audit. However, in certain cases a large number of nonconformities may be identified, which likely leads to much more post-audit work than budgeted for. In such cases, if additional time is needed to review non conformities, an extra charge in agreement with the client might be applied.

Certification and Use of Marks

- A. If the Client misuses or misrepresents its certification status, SCS may request immediate corrective actions from the Client.
- B. SCS retains the right to monitor and inspect the Client's use of the certification mark to ensure compliance.

CLIENT:

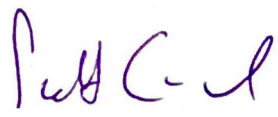
Signature

Print Name

Title

Date

SCS:



Signature

Scott Coye-Huhn

Print Name

Chief Operating Officer

Title

Date

ADDITIONAL CLIENT (If needed):

Signature

Print Name

Title

Date

ADDITIONAL CLIENT (If needed):

Signature

Print Name

Title

Date