



Agreement for B Corporation Certification

Introduction

3/23/2018

This agreement ("Agreement"), dated as of _____, 20____, is between FREEMET COMERCIAL SPA (the "Company") and B Lab Company, a Pennsylvania non-profit 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, (3) the obligations of the Company as a Certified B Corporation™ and (4) the rights of the Company to use certain intellectual property of B Lab.

Primary Terms

The Company is hereby Certified as a B Corporation™ for a two-year period, after which the Company must be recertified once every two years in order to maintain its status as a B Corporation™; provided, however, that in the event of a change of control of the Company, or an initial public offering of its securities (an "IPO"), the Company is required to recertify within six months of the effective date of the change of control or IPO. For the purposes of this Agreement, a "change of control" shall be deemed to have occurred if any person or entity that did not own a majority of the voting stock Company at the time this Agreement was entered into does own such a majority, whether as a result of a merger or otherwise. All submissions for B Corporation™ Certification will be reviewed by B Lab; acceptance into and continued participation in the B Corp Community is at the sole discretion of B Lab, including without limitation the discretion to revoke a certification. Section 1 of Appendix A describes certain aspects of the certification process, but is not a complete description of that process.

The Company must:

1. Meet the following performance standards:
 - a. Submit completed B Impact Assessment, including the Disclosure Questionnaire, for review and earn a reviewed score of at least 80 points (out of 200).
 - b. Attach all required documentation to complete their B Impact Assessment™ submission.

- c. Submit to a Site Review of the company's B Impact Assessment if selected. Section 2 of Appendix A describes certain aspects of the Site Review process, but is not a complete description of that process.
2. Meet the following transparency requirements:
 - a. Permit B Lab to make the Company's B Impact Report and basic Profile information available on www.bcorporation.net and B Analytics upon certification and re-certification. At any time, the company can opt out of making the following information available in the B Analytics subscription platform, such as: revenue range, employee numbers, projected capital raises, and any other information that B Lab agrees in its sole discretion is inappropriate for public disclosure.
 - b. The Company is not required, but may elect incremental transparency of its full Assessment on www.bcorporation.net
 - c. Transparency requirements in this Agreement supersede any non-disclosure agreements with B Lab.
3. Meet the following legal standards:
 - a. To maintain certification, the Company must obtain Board (or other governing body) and subsequent Shareholder approval to adopt the B Corp Legal Framework or benefit corporation status and submit a copy of the Company's amended governing documents within 90 days of certification (up to 1 year for corporations and 2 years for companies electing Benefit Corporation status)
 - b. If the company does not meet the above requirements, B Lab may revoke the Company's certification or decline to recertify the Company.
4. The Company will abide by the following intellectual property requirements:
 - a. Use B Lab's intellectual property, including but not limited to the name 'Certified B Corporation™', and the 'B Corporation™ Seal', only in a manner consistent with the 'Brand Usage Guidelines' provided by B Lab.
 - b. Allow the Company's names and logos to be used by B Lab for the purpose of promoting the interests of the community of B Corporations and the initiatives listed in the Introduction to this Agreement.
5. The Company will sign the B Corporation™ Declaration of Interdependence as a symbol of its commitment to our shared collective purpose.
6. The Company will disclose the Company's revenue to B Lab annually and pay B Lab or partner* an **annual** certification fee based on the tiered structure below, provided that, with respect to any recertification period, B Lab reserves the right to change such fee structure in its sole discretion:

Annual Sales (\$, €, £)*	Annual Fee (\$, €, £)*
0 - 149,999	500 ⁺
150,000 - 1,999,999	1,000 ⁺
2MM - 4,999,999	1,500 ⁺
5 MM - 9,999,999	2,500
10 MM - 19,999,999	5,000
20 MM - 49,999,999	10,000
50 MM - 74,999,999	15,000
75MM - 99,999,999	20,000
100 MM - 249,999,999	25,000
250 MM - 499,999,999	30,000
500 MM - 749,999,999	37,500
750 MM - 999,999,999	45,000
1B+	50,000+ scaling based on company size

*For companies located in the territory of a B Lab partner, the Company will receive an invoice from the partner in local currency.

Note: For companies certifying with related entities (subsidiaries, parent companies, franchisees, franchisors, or affiliated entities with the same name) or multiple assessments, please see Appendix B.

Other Terms

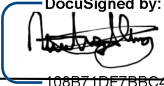
By executing this Agreement, B Lab and the Company agree to the provisions set forth in the Footnotes attached to this Agreement as Appendix A, the Guidelines for Companies with Related Entities as Appendix B, and the Additional Terms attached to this Agreement as Appendix C.

Applicability of Terms

Provided that the Company continues to meet the provisions of this Agreement and earns a verified minimum score of 80 points on the most current version of the B Impact Assessment every two years, this Agreement will automatically renew unless either party chooses to cancel the contract in writing for any reason. The terms of paragraph 4 of the Primary Terms of this Agreement and of Appendix C shall survive the lapse, cancellation or termination of this Agreement.

Commitment

By signing below, I agree to the above terms.

DocuSigned by:

108B71DF7BBC4BF...
Director/Officer



Director/Officer, B Lab

FREEMET COMERCIAL SPA
Company

3/23/2018

Date

3/23/2018

Date

Appendix A

Footnotes to Agreement for B Corporation Certification

1. Complaints Procedure, Disclosure Questionnaire, and Background Check

Maintaining the credibility and rigor of the B Corp Certification is paramount to B Lab. This effort includes verifying assessment responses through our documentation process, conducting Site Reviews for 10% of the B Corp Community every year, requiring completion of the Disclosure Questionnaire, completing a background check on the Company and senior management, and investigating specific, credible, material complaints of wrongdoing from the public.

B Lab has sole discretion over initial certification, continuing certification and recertification, and B Lab takes complaints from the community very seriously. There are typically two types of complaints that B Lab reviews:

- Complaints alleging intentional misrepresentation of a social or environmental practice as reported in the B Impact Assessment.
- Material, credible, and specific allegations that indicates a breach of our community's principles of transparency and accountability or the core values as expressed in the B Corporation Declaration of Interdependence.

In addition, B Lab may also review, at its sole discretion, any issue reported on the Disclosure Questionnaire or uncovered as part of the background check, received as a complaint or otherwise. If such issue is deemed material by B Lab, an investigation of the issue is conducted by B Lab Staff, and the results of the investigation are presented to B Lab's Standard's Advisory Council (the "SAC"). The SAC is an independent governing body that oversees the performance standards of the B Corp certification. Material complaints and issues are typically resolved in the following four ways:

- Certification upheld
- Certification is upheld, with disclosure made transparent on the B Corp public profile
- Probation with required, specific remedies
- Certification revoked

The resolution of the complaint may be appealed by the Company directly to B Lab's Board of Directors. The resolution of such appeal by the Board of Directors is binding, and in its sole discretion. By executing this agreement, the Company agrees not to bring or make any claim or legal proceeding against any member of the Board of Directors in connection with any such appeal. The foregoing procedures may be changed by B Lab at any time. Whether or not the foregoing procedures are followed, decisions with respect to granting certification or recertification, or decertification, are solely at the discretion of B Lab.

2. Site Review Process

To maintain the credibility of B Corporation certification, in addition to the documentation and phone reviews required for 100% of the companies seeking certification, 10% of all Certified B Corporations are reviewed via a more in-depth review of their assessment responses and certification, as well as a possible visit onsite by B Lab, every year. This means that in every two-year certification term, all Certified B Corporations have a one in five chance of being chosen to participate in this process.

B Lab also conducts mandatory Site Reviews during each certification term for: wholly owned subsidiaries, publicly traded companies, companies with revenue in excess of \$1 billion, and companies whose majority ownership is

held by publicly traded companies or whose parent company has revenue in excess of \$1 billion, during each certification term at B Lab's discretion, and at the Company's expense (typically \$2,500-\$5,000, plus out-of-pocket expenses). B Lab's goal for the Site Review Process is to review the accuracy of the Company's responses on the B Impact Assessment, and will generally involve additional documentation, interviews with senior management and employees, and a brief facilities tour.

The Site Review process typically results in a score adjustment. If the adjusted score falls below the minimum 80 required for certification, B Lab provides a 90-day cure period along with score improvement recommendations. If this process reveals that a company has materially misrepresented aspects of their business, the company's B Corporation certification will be revoked. B Lab reserves the right to change any aspect of this process from time to time.

Appendix B

Guidelines for Companies with Related Entities

1. Verification fee. For companies whose certifications warrant more than one assessment for review, the Company will pay B Lab a verification fee for each additional assessment at initial certification and recertification based on the following fee structure:

Annual Sales of additional Assessment (USD)	Verification fee (USD)
<\$50 MM	\$500
<\$100 MM	\$1,000
<\$500 MM	\$2,500
>\$500 MM	\$5,000

2. Subsidiaries with the same name as their parent. In order for subsidiaries with the same name as the parent to recertify, the parent company must make material progress towards Certification, including:

- Having begun the scoping process with B Lab to determine the path to Certification within two years of the initial certification date of the first subsidiary with the same name.
- Publicly declaring its intent to certify and being transparent on the parent company's website regarding its progress within four years of the initial Certification date of the first subsidiary with the same name.
- Making material progress towards Certification of the parent company every two years following the public declaration, including, but not limited to:
 - Meeting the legal requirement for the parent company
 - Completing the Disclosure Questionnaire/Background Check process with B Lab
 - Completing the B Impact Assessment(s) for the whole company
 - Improving the company's score by 10% or more
 - Certifying a material subsidiary
 - Other pre-approved material progress

If the parent company does not meet the above requirements in said timeframe, the only effect will be that B Lab may revoke certification for the parent company's subsidiary/ies with the same name.

3. Related entities with the same name. All subsidiaries with the same name as their parent where their parent is not yet a Certified B Corporation, related entities with the same name without a common parent, and franchisees certifying independently where the franchisor is not a Certified B Corporation that are in the same distinct geographic region defined by B Lab must achieve a reviewed score of 80 or above for the company seeking certification in the region to certify and recertify.

***Sensitive Information**

Questions whose answers might reveal sensitive information (e.g. those questions that would benefit competitors, prejudice litigation, or create a substantial reporting burden for a publicly-traded company) must be mutually agreed upon by the company and B Lab.

***Prepayment**

Companies paying \$1,500 or less in annual certification fees must provide credit card payment of their first year's certification fees prior to certification. Certification fees are sent annually.

Appendix C

Additional Terms

1. Indemnification. Company agrees to indemnify and hold harmless B Lab and its officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (B Lab and such persons, "Indemnitees") from and against all claims, actions, suits, losses, costs, liabilities, judgments, damages and expenses, including reasonable attorneys' fees, court costs, litigation expenses and related expenses (collectively, "Claims") arising out of or relating to (i) Company's breach of any of the representations, warranties or obligations set forth herein, (ii) any incompleteness or inaccuracy of the information provided by Company to B Lab, (iii) Company's use of the Marks other than as set forth in the Terms, or (iv) Company's use of, and/or reliance upon, certification under this Agreement, except to the extent such Claim was directly caused by the gross negligence or willful misconduct of B Lab. To the extent Company is required to indemnify any of the Indemnitees, Indemnitees shall not enter into any settlement without obtaining Company's prior written consent, not to be unreasonably withheld.

2. **DISCLAIMER OF WARRANTIES.** B LAB MAKES NO (AND HEREBY DISCLAIMS, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY AND ALL) WARRANTIES, REPRESENTATIONS, AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, TITLE, AGAINST INFRINGEMENT, WITH RESPECT TO THE B IMPACT ASSESSMENT, THE CERTIFICATION REVIEW PROCESS, AND ANY SERVICES PROVIDED BY OR ON BEHALF OF ANY INDEMNITEE.

3. Additional terms of certification. All determinations related to certification are in the sole discretion of B Lab, and in no event shall any Indemnitee have any liability as a result of any decision to grant or not certification for any reason. Company acknowledges that a grant of certification does not mean that B Lab endorses, verifies or certifies the accuracy of any information that has been provided to B Lab in connection with the certification process. Company hereby certifies that all of information provided to B Lab in connection with its certification are accurate and complete.

4. Limitation of liability. Except as otherwise required by law, in no event shall any of the Indemnitees be liable to Company or its agents or any third party for any direct, special, indirect, incidental, punitive, or consequential damages, including damages or costs due to loss of profits, tax credits, economic benefits, data, loss of goodwill, or personal or other property damage regarding this Agreement or resulting from or in connection with the performance of this Agreement by any Indemnitee or in connection with certification, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, except in the case of gross negligence or willful misconduct by B Lab. Regardless of the foregoing, and without limiting any other provision herein, Company's sole remedy shall be limited to a return of fees paid by Company under this Agreement and in no event shall Indemnitees, in the aggregate be liable for damages in excess of the total amount of fees paid by Company under this Agreement.

5. **Governing law.** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Pennsylvania, without regard to its conflict of laws rules. Company and B Lab hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the courts in the State of Pennsylvania, and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of such courts for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) in the case of the Company, consent to service of process at the address set forth its profile information, with the same legal force and validity as if served upon such party personally within the State of Pennsylvania, (iv) waive any objection to the laying of venue of any such action or proceeding in such courts and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the such courts has been brought in an improper or inconvenient forum.

6. **Third parties and assignment of rights.** Nothing in this Agreement shall be deemed to confer any benefit or rights on or to any person or entity other than Company and B Lab; provided however, that the Indemnitees (other than B Lab) shall be intended third-party beneficiaries to this Agreement. B Lab reserves the right to assign and/or delegate any of its rights and/or obligations in its sole discretion, including, and without limitation, the right to subcontract the performance of any services associated with certification. Company may not assign and/or delegate any of the rights and/or obligations under this Agreement.

7. **Entire agreement; interpretation.** This Agreement constitutes a fully integrated agreement that supersedes any and all prior agreements between B Lab and the Company concerning certification. The invalidity of any part of this Agreement shall not impair or affect the validity or enforceability of the rest of this Agreement, which shall remain in full force and effect. Any provision found to be invalid shall be more narrowly construed so that it becomes legal and enforceable. The headings used in this document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision. Any rule that ambiguities are construed or interpreted against the drafter of a document, or against the party for whose benefit the document is made, shall not apply. As used in this Agreement, the plural shall include the singular and the singular shall include the plural whenever appropriate.



DECLARATION OF INTERDEPENDENCE

We envision a global economy that uses business as a force for good.

This economy is comprised of a new type of corporation – the B Corporation –
Which is purpose-driven and creates benefit for all stakeholders, not just shareholders.


As B Corporations and leaders of this emerging economy, we believe:

That we must be the change we seek in the world.

That all business ought to be conducted as if people and place mattered.

That, through their products, practices, and profits, businesses should aspire
to do no harm and benefit all.

To do so requires that we act with the understanding that we are each
dependent upon another and thus responsible for each other and
future generations.

DocuSigned by:

108B71DF7BBC4BF...
Director/Officer



Director/Officer, B Lab

3/23/2018
Date

FREEMET COMERCIAL SPA
Company

3/23/2018
Date