

**THIRD PARTY AUTHORIZATION**  
(Consultant Authorization)

**THIS THIRD PARTY AUTHORIZATION** (this “**Authorization**”) is effective as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), by and between GAP CONNECTIONS, INC. (“**GAP**”), and \_\_\_\_\_ (“**Member**”). GAP and Member may be referred to herein collectively as the “**Parties.**”

WHEREAS, GAP is a non-profit agricultural organization and Member is a member of GAP; and

WHEREAS, Member has an online account with GAP (the “**Member Account**”) which is accessed via password (the “**Member Password**”) and which contains certain confidential information concerning Member (the “**Account Information**” and, together with the Member Password, the “**Member Information**”).

WHEREAS, Member wishes to authorize GAP to release the Member Information to \_\_\_\_\_ (“**Consultant**”) and GAP is willing to release such Member Information upon the terms and conditions of this Authorization.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**1. Authorization to Release Member Information.** Member hereby authorizes GAP to release the Member Information to Consultant. For the avoidance of doubt, the Parties acknowledge and agree that Consultant will be able to modify the Account Information, change the Member Password, and make other changes to the Member Account upon Consultant’s receipt of the Member Information. Consultant’s access to Member Information shall continue until such date that is thirty (30) days following delivery of written revocation of this authorization to GAP by Member.

**2. Release.** Member hereby releases and forever discharges GAP from any and all past, present or future claims, demands, obligations, actions, causes of actions, costs, losses, damages, liabilities, expenses and compensation of any nature whatsoever (including attorneys’ fees), whether based on tort, equity, contract or other theory of recovery, and causes of action of every kind, known or unknown (collectively, “**Claims**”) arising out of or in any way related to GAP’s release of the Member Information to Consultant.

**3. Indemnification.** Member shall indemnify, protect, defend, and hold GAP and its directors, officers, employees, and agents harmless from and against any and all Claims resulting from or related to (1) any breach or alleged breach of this Authorization by Member; and (2) GAP’s release of the Member Information to Consultant.

**4. Miscellaneous.** This Authorization shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard for its conflict of laws provisions. The exclusive forum for any dispute arising under this Authorization shall be in the courts of Knox County, Tennessee or in the United States District Court for the Eastern District of Tennessee, sitting at Knoxville. Each Party hereby submits to the jurisdiction of such courts and waives the defense of an inconvenient forum with respect to any dispute arising under this Authorization. This Authorization does not imply any joint venture, partnership, or other business arrangement between the Parties. This Authorization sets forth the entire Authorization between the parties and may not be changed orally. This Authorization may be executed in counterparts. Electronically transmitted signatures of this Authorization shall be deemed to be originals.

**[Signatures follow on next page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed as of the Effective Date.

GAP CONNECTIONS, INC

GROWER

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GAPC Signature

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Grower Signature

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Grower ID Number

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Grower Date of Birth