



Certification Terms and Conditions

These terms and conditions apply to all GAPC Grower Members participating in the GAPC Certification Program and can be completed online at www.gapconnections.com or sent with Certification Application to:

GAP Connections

2450 E.J. Chapman Drive
Knoxville, TN 37996
Fax: (865) 622-4550
info@gapconnections.com

You must agree to these Terms and Conditions before you can participate in the GAPC Certification Program. Any reference in these Terms and Conditions to “you”, the “GAPC Grower Member”, or similar reference shall refer to the GAPC Grower Member executing these Terms and Conditions.

Instructions

Please initial at each section and provide a signature at the end of this document. All grower ID’s listed on the application including the primary GAPC Grower Member and Associated Grower ID’s must sign the terms and conditions.

Immediate Family Labor Confirmation

- I, _____ (grower name), certify that I and any Associated Growers listed on the certification application farm less than ten (10) acres of tobacco and only use immediate family labor to produce my tobacco crop. I further certify that I or any Associated Growers listed on the certification application do not hire any non-immediate family labor to produce my tobacco crop. I understand that immediate family includes only: (1) A spouse; (2) Children, stepchildren, and foster children; (3) Parents, stepparents, and foster parents; and (4) Brothers and sisters.

- I have more than 10 acres and/or hire non-immediate family labor.

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Worker Communication Policies (If you use the NCGA helpline please check the second box.)

- I, _____ (grower name), agree to post the GAP Connections Worker Concern Helpline (WCH) poster in a location visible to workers, discuss the WCH talking points with my workers annually (an approved¹ third-party worker concern process can be substituted for the GAPC helpline if it meets all requirements stated in GAPC Certification Standards), post the Worker Rights and Responsibilities (WRR) poster in a location visible to workers, discuss the WRR handout with my workers annually, and adopt, discuss and document a worker concern process with my workers annually.

For more information on these requirements please see the GAPC Certification Standards.

- I elect to use the worker concern helpline hosted by the North Carolina Growers Association (NCGA). I understand that I must submit with my certification application the following:
- Documentation signed by the workers that describes the procedures and policies used as well as how the helpline is shared with the workers (Acknowledge of Receipt document provided by NCGA)
 - Visual evidence of the phone number being displayed in a location visible to all workers

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Certification Audit and Remediation Policy

GAP Connections (GAPC) has approved [listing of auditing firms] to conduct on-farm audits of crop, environmental, and labor practices, facilities, and working conditions of farm employees for growers who wish to be GAPC Certified Grower Members. By participating in this GAPC Certification Program, you agree to cooperate with agents and employees of the selected audit firm and GAPC with respect to your on-farm audit and any follow-up actions.

GAPC has provided you the GAPC Certification Standards and Remediation Details identifying various standards that GAPC Certified Grower Members are required to meet with respect to crop, environmental, and labor practices. In the event that your selected auditing firm encounters circumstances on your operation that are not in compliance with GAPC Certification Standards, you agree to cooperate with the audit firm to promptly remediate and correct any noncompliance with GAPC standards. Failure to promptly remediate noncompliance with GAPC Certification Standards may result in your operation not being certified.

Operations that are audited by an approved audit firm agree to post information regarding GAPC's Worker Concern Helpline in a location commonly visible to all workers. GAPC or selected audit firm may respond to helpline communications with phone communication or on-site visits. Any violations of GAPC Certification Standards brought to light through the Worker Concern Helpline or follow-up audits should be corrected promptly through a remediation plan identified by GAPC and the auditing firm conducting the follow-up visit. Compliance with the GAPC Certification Standards or remediation plan does not mean that you are in compliance with all applicable laws, rules and regulations.

GAPC strives to protect the privacy of its members while encouraging high standards of integrity among growers. In the event that an audit or Worker Concern Helpline follow-up results in credible information that, in GAPC's sole discretion, has been investigated and verified and provides GAPC a reasonable belief an operation is engaged in serious violations of laws designed to protect employees, GAP Connections reserves the right to report the GAPC Grower Member's operation to the proper governmental authorities and revoke the GAPC Grower Member's status as a GAPC Certified Grower Member. Conduct that may potentially result in a report to outside authorities is detailed in GAPC Certification Standards and Remediation Details. In

¹ 2018 Approved third-party worker concern processes include North Carolina Grower's Association.



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addition to conduct identified in GAPC Certification Standards and Remediation Details, any actions that pose an immediate risk of serious injury or death, forced labor, or human trafficking may be reported to the appropriate governmental authorities.

In consideration of the GAPC Grower Member’s participation in the GAPC Certification Program, the undersigned GAPC Grower Member releases, waives, discharges and covenants not to sue GAPC, its members, directors, officers, representatives, agents, attorneys, anyone acting on their behalf, approved auditing firms, and each of their respective successors and assigned (collectively, the “Releasees”) from all liability to the GAPC Grower Member, [his/her personal representatives, heirs, and next of kin][its members, managers, shareholders, directors, officers], successors and assigns, for any and all loss or damage, and any claim or demands therefore on account of participation in the GAPC Certification Program including, without limitation, damages arising from GAPC’s disclosure of facts learned during the audit or remediation process to governmental authorities, whether arising from the negligent or intentional acts or omissions or misconduct of the Releasees or any other person or otherwise. The undersigned GAPC Grower Member authorizes GAPC to disclose facts learned during the audit or remediation process as determined in GAPC’s sole discretion. FURTHER, THE UNDERSIGNED AGREES TO HOLD HARMLESS AND INDEMNIFY ALL RELEASEES FROM ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEYS’ COSTS AND FEES ARISING OUT OF THE UNDERSIGNED’S PARTICIPATION IN THE GAPC AUDIT AND REMEDIATION PROCESS. The undersigned GAPC Grower Member hereby agrees that the terms of this paragraph extend to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the state where the undersigned’s farm operation is located and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned GAPC Grower Member acknowledges that terms of this paragraph are fair and reasonable and are reasonably required for the protection of the Releasees and the undersigned GAPC Grower Member would not be permitted to participate in the GAPC audit and remediation process but for the execution of this document.

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Appeals Process for Growers

I, _____ (grower name), understand that GAPC maintains an appeals process if I do not agree with the certification monitoring findings. I understand that I must start the appeals process in writing (electronically and/or on paper) within 45 days of audit date. Each appeal will be reviewed by the Appeals Committee. Furthermore, I understand I will be responsible for fees associated and outlined in the appeals process.

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For more information on Appeals Process please see the GAPC Certification Program Appeals Committee and Process document found in the Certification materials.

GAPC Privacy Policy

Adopted and Last Updated: October 2017

GAP Connections, Inc., is committed to protecting your personal information. Your privacy is important to us, and maintaining your trust and confidence is one of our highest priorities. We therefore adhere to ethical standards in the collection, use, and protection of any information you provide. We believe that you should know how information is used and collected, and we appreciate that you trust us to do so carefully and sensibly.

This Privacy Policy sets forth our current privacy practices and explains the information we collect when you interact with GAP Connections, Inc. (the “Company”) by mail, telephone, e-mail, or through the gapconnections.com website

(the “Website”). We hope that by taking a few minutes to read this Privacy Policy, you will have a better understanding of what we do with the information you provide to us and how we keep it private and secure. You acknowledge that by continuing to communicate with the Company that you understand and accept this Privacy Policy and that you freely consent to the privacy practices described in this Privacy Policy.

1. Privacy Policy Changes.

Due to the rapidly evolving nature of electronic communication, and due to the fact that laws frequently change, we may change this Privacy Policy from time to time as needed. We reserve the right, in our sole discretion and with reasonable notice, to revise, update, or otherwise modify this Privacy Policy. We will post the most current version of this Privacy Policy on the Website. This will enable you to always be aware of what personally identifiable information we may collect and how we may use that information. We encourage you to review this Privacy Policy regularly for any changes. Your continued communication with the Company from time to time will constitute your acceptance of any changes to this Privacy Policy.

2. Collected and User-Provided Information; Use of Information.

2.1 Registration; Participation in Programs. Membership in the Company and certain areas of the Website require that you register for access. In order to register as a Member of the Company or for access to the Website, we require that you provide certain information. That information may include, without limitation, your name, address, telephone number, e-mail address, and date of birth. Except as otherwise noted herein, we will not collect or use that information for purposes other than to administer the Company’s audit and education programs for good agricultural practices, keep records concerning your audit results and education credits, and communicate with you regarding such programs and your membership in the Company. Your participation in the audit and education programs may require that the Company share your personal information with one or more third-party contractors that are retained to administer part or all of the programs on the Company’s behalf; however, such information will be provided to such contractor(s) only after they have signed an appropriate nondisclosure agreement promising to keep your information confidential and to use it for no purpose other than to provide the services that the Company has engaged it to provide. The information you provide to us and that we collect through the audit and education programs will also be provided to other members of the Company, but only if and to the extent that you authorize us to provide such information to specific members. We may aggregate the information collected on all of our Members through the audit and education programs and provide that information to other Members, third parties, and the general public in statistic or other aggregate form; however, none of that information will be traceable to any individual Member, nor will it include the personal identifying or contact information of any Member.

2.2 Accuracy of Collected Information. We review our data collection, storage, and processing practices to ensure that we only collect, store, and process the information needed to provide or improve the programs operated by the Company. We take all reasonable measures to ensure that the information we process is accurate, complete, and current; however, we depend on you to update or correct your information whenever necessary. If you fail to provide or update certain information, you may lose some functionality related to the Company’s programs.

2.3 Collected Information.

2.3.1 Cookies. We may use cookies to personalize or enhance your user experience on the Website. A cookie is a small text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you. One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, a cookie helps the website to recall your specific information on subsequent visits. Therefore, this simplifies the process of delivering relevant content and eases Website navigation by providing and saving your preferences and login information. You have the ability to accept or decline cookies. Most web

browsers automatically accept cookies, but you can usually modify your browser preferences to decline cookies. If you reject cookies, you may disable some of the functionality of the Website. Please check with your browser provider for more information on removing cookies.

2.3.2 Log File Format Information. When you access the Website, we collect site-visitation data automatically and store it in log files. This information includes Internet protocol (IP) addresses, internet service provider (ISP), referring/exit pages, operating system, browser type, date/time stamp, and clickstream data. We will not link this automatically-collected data to personally identifiable information without first obtaining your permission. Each computer that connects to the Internet is assigned a unique IP address for identification purposes. The Website uses an extended log file format to capture that IP address, along with the date and time of your visit, any referral address, and the Internet browser you are using. We do not collect your email address or other personal or financial information when you use the Website, unless you provide that information. Our log files, which do not identify individual users, are used to analyze trends, to administer the Website, to track users' movements through the Website, and to gather demographic information about our user base as a whole. We will merge Website visitation data with anonymous demographic information for research purposes, and we may use this information in the aggregate to help us provide more relevant content and improve our programs.

2.4 User ID and Passwords

Use of the Website or other technology employed by the Company may require a user ID and password. You agree to maintain the confidentiality of your password and are solely responsible for all activities associated with its use, whether authorized or unauthorized. You shall not share or otherwise make available your password with or to other persons. We will never ask you for your password in an unsolicited correspondence. You should always sign out of your account and close all browser windows when you have finished using the Website or other Company technology. This is to ensure that others cannot access your account.

2.5 Notifications

The Company may occasionally send notices to you via mail or e-mail. You will not be able to choose to unsubscribe to these mailings, as they are considered an essential part of the Company's programs. These notifications may include, without limitation, confirmation of education or audit event registration, date or time changes for events for which you have registered, and similar notifications or announcements.

2.6 Security

The security of your personal information is of paramount importance to us. When you enter proprietary or sensitive information (such as your credit card number and/or social security number) on our registration forms, your information is sent over an authenticated and encrypted connection using the Secure Socket Layer (SSL).

2.7 Scanned Data

Devices used to scan Grower ID cards are managed by a cloud based server. This allows for remote management of the device's use of the scanning application and the ability to kill the application or wipe stored data. Offline data from scanning will be stored on the local device's hard disk. Hard encryption (128-bit AES) will be used to encrypt the folder that contain the data to be transmitted. All data transmissions will be handled using secure socket layer (SSL) 128-bit encryption.

2.8 Data Storage



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We store your personal information only on servers with restricted access that are located in controlled facilities; and we use a variety of safeguards, technology, and procedures to protect your personal information from unauthorized access, use, or disclosure.

2.9 Data Destruction

We will take reasonable steps to destroy personal information that is no longer needed. We may shred, erase, or otherwise modify such personal information to make it undecipherable.

3. Disclosure Required by Law

We may disclose, or give access to, your information to an appropriate third-party when we believe in good faith that third-party access is necessary to ensure that we comply with applicable law.

4. Disclaimer Regarding Third Party Websites

The Website may contain links to other websites. Merchants and other third parties linked to the Website may have separate privacy and data collection practices. We accept no responsibility and have no liability for such independent policies. References on the Website to any names, marks, products, or services of third parties or links to third-party websites are provided solely as a convenience to you and do not in any way constitute or imply that we endorse, sponsor, or recommend the third-party and its information, product, or service. We are not responsible for the content or accuracy of material on third-party websites, and therefore we disclaim all responsibility for the content of such third-party websites. If you decide to link to any such third-party website, you do so entirely at your own risk. It is your responsibility to determine when you have left our Website.

5. Limitation of Warranties and Liabilities

We cannot ensure or warrant the full security of any information mentioned in this Privacy Policy.

We will disclose any breach of the security of the system to those who require such disclosure under consumer protection laws. Any disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement. We may delay a notice if a law enforcement agency determines that the notice would impede a criminal investigation.

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Disclosure

As otherwise provided in these Terms and Conditions and notwithstanding the forgoing to the contrary, GAPC reserves the right to disclose information in accordance with these Terms and Conditions.

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Indemnification

By participating in the GAPC Certification Program You agree to indemnify, defend and hold harmless GAPC and its officers, directors, employees, attorneys, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the "GAP 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) Your breach of any of the representations,

warranties or obligations set forth herein or in the GAPC Certification Materials (the “Materials”), (ii) any incompleteness or inaccuracy of the information You provide to GAPC as part of the Program, (iii) any third party claim, (iv) Your use of, and/or reliance upon, any certification awarded under this Application, (vi) Your farm and operations, and (vii) GAPC’s disclosure or other release of Your confidential information or other information about You arising from the certification process, including, but not limited to, GAPC training attendance date, notification of and results from compliance audits, labor concerns, and any other information associated with Your GAPC grower ID or Your form to auditors, GAPC members, governmental authorities or any other person; all of the foregoing, except to the extent such Claim was directly caused by the gross negligence or willful misconduct of GAPC. You understand and agree that it is specifically intended for You to indemnify GAP Indemnitees for their sole negligence and contributory negligence but not for their gross negligence or willful misconduct. To the extent You are required to indemnify any of the GAP Indemnities, You shall not enter into any settlement without obtaining their prior written consent. Without limitation of the foregoing, any or all of the GAP Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense.

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Notice of Claim; Mediation; Arbitration

If You believe that You have been damaged by any act or omission by GAPC, then You must provide GAP Connections with written notice within one hundred eighty (180) calendar days after the occurrence of each such act or omission, describing with reasonable detail (i) the act and/or omission, (ii) how You were damaged by it and (iii) a reasonable estimate of the amount of monetary damages You claim to have suffered (each, a “Notice of Claim”).

In the event of any controversy, claim or dispute arising out of or relating to this Application or the Program, or a breach thereof (each such event, a “Dispute”), the parties hereto agree to seek to resolve the dispute through open and good faith discussions in the first instance. If the Dispute cannot be resolved through these discussions, the parties agree to try and settle the dispute by mediation, administered by the American Arbitration Association (“AAA”) under its Mediation Rules.

If settlement is not reached within sixty (60) calendar days after service of a written demand for mediation, such Dispute shall be finally resolved under the Rules of Arbitration of the American Arbitration Association (the “Rules”) by three (3) arbitrators appointed in accordance with the Rules (each such arbitration, an “Arbitration”). The place of arbitration, and the location for all hearings and meetings in an Arbitration, shall be Knoxville, Tennessee, which location cannot be changed, and any Arbitration may be initiated by either party in accordance with the Rules. For each Arbitration, Tennessee law shall be applied to the merits of the Dispute. Each party shall present its case in a pre-hearing memorial accompanied by all of its evidence in support of its position. The arbitrators in any Arbitration shall enforce, and not modify, the terms of this Application. The award or decision of the arbitrators shall be final and binding on each party and its respective successors and assigns, and judgment may be entered thereupon and enforced in any court of competent jurisdiction. All costs and expenses of any Arbitration, including reasonable attorneys’ fees and expenses and the administrative and arbitrator fees and expenses, shall be borne by the parties as determined by the arbitrators. Nothing in this Section shall be construed as limiting the right of a party to seek, in a court of competent jurisdiction, an injunction or other equitable relief in aid of arbitration (including to maintain the status quo or preserve the subject matter of the arbitration) with respect to any actual or threatened breach of this Application or otherwise, to prevent or avoid irreparable harm. Nothing herein shall permit the arbitrators to award any damages which are disclaimed in this Application.



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It is understood and acknowledged that during the pendency of a Dispute, all of the terms and conditions of this Application and the Program shall remain in effect and the parties shall continue to perform all of their respective obligations hereunder.

Except to the limited extent necessary to comply with any applicable law, legal process, or a court order or to enforce a final settlement agreement or secure enforcement of the arbitrators' award, the parties agree that the existence, terms and content of any Arbitration, all information and documents disclosed in any Arbitration or evidencing any arbitration results, award, judgment or settlement, or the performance thereof, and any allegations, statements and admissions made or positions taken by either party in any Arbitration shall be treated and maintained in confidence and are not intended to be used or disclosed for any other purpose or in any other forum. Without limiting the foregoing confidentiality requirements, You agree that during the pendency of a Dispute You will not publicly or privately disparage any of the GAP Indemnitees in any way, make or give any comments, statements, or opinions which may be harmful to the goodwill and reputation of the GAP Indemnitees, or directly or indirectly cause or encourage the making of such comments, statements, or opinions, or the taking of such actions, by anyone else. For the purposes of this Application, the term "disparage" includes, without limitation, comments or statements to the press and/or media, or to any individual or entity with whom the GAP Indemnitees have a business or personal relationship which would adversely affect in any manner (i) the conduct of the business of the GAP Indemnitees; (ii) the business reputation of the GAP Indemnitees; or (iii) the personal reputation of the GAP Indemnitees.

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Disclaimer of Warranties

GAPC does not make any (and GAPC 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, merchantability or fitness for a particular purpose, with respect to the program, any application or form, the GAPC certification review process, and any optional services provided by or on behalf of any gap indemnitee. GAPC explicitly disclaims any and all liability arising from your use of the application or the manual for any purpose other than for the pursuit of precertification or certification from GAPC.

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Discretion of GAP Connections

All determinations related to certification are in the sole and absolute discretion of GAPC and in no event shall any GAP Indemnitee have any liability as a result of any decision to grant or not to grant certification to you for any reason.

Without limiting the broad scope of this section, you agree and acknowledge that: (i) GAPC Certification is not a representation, and does not mean that your farm is operated in accordance with applicable laws, regulations or codes; and (ii) any grant of certification does not mean that GAPC endorses, verifies or agrees with any information that has been provided or represented to GAPC.

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Limitation of Liability

Except as otherwise required by law, in no event shall any of the GAP Indemnitees be liable to you, your 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 application or the program, or resulting from or in connection with the performance of this application by any GAP Indemnitee or in connection with the program, the certification program, the manual or any application or form, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if such party has been notified of the likelihood of such damages occurring. Regardless of the foregoing, and without limiting any other provision herein, (i) your sole remedy with regard to the GAP Indemnitees shall be limited to a return of fees paid by you to GAPC; and (ii) in no event shall GAPC be liable, in the aggregate, to you, your agent or any third party in excess of the total amount of fees paid by you to GAPC. In no event shall any GAP Indemnitee be liable to you or any other third party for any such errors.

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Disclosure of Information

In order to complete the GAPC Certification application process, You must submit extensive information to GAPC related to your farm and operations, including without limitation, any information related to You or your farm and operations provided prior to executing the Application, information contained within the Application(s) and any additional information or data provided to GAPC in connection with the Program (collectively, "Project Information"), including but not limited to training attendance data, notification of and results of compliance audits.

GAPC may disclose Product Information to third parties, including auditors, governmental agencies, and other Members of GAPC. Nothing in this Application shall prevent GAPC from disclosing Project Information, including where legally compelled to do so by duty, order or command under color of law. Unless prohibited by law, prompt notice of any compelled disclosure will be provided to You to facilitate an opportunity to limit or prevent such disclosure at Your sole expense. Without limitation, GAPC may disclose Project Information if such disclosure, in its sole discretion, is deemed to be in the interest of public safety. By signing this Application, You acknowledge and agree that GAPC has no control or authority over the recipients of Project Information, and cannot be held liable for the actions, if any, taken by such third party recipients as a result of their receipt of the Project Information.

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Signatures

By signing below you acknowledge and agree to the policies and procedures listed above.

Signature of Primary Grower on Application

Date

Signature of Associated Grower

Date



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Signature of Associated Grower

Date

Signature of Associated Grower

Date

Signature of Associated Grower

Date

Signature of Associated Grower

Date