



GFSI BENCHMARKING REQUIREMENTS VERSION 2021

PROFESSIONAL RECOGNITION BODIES

APPLICATION FORM

This application form should be filled in once part I of the GFSI Benchmarking Requirements has been reviewed, in particular the eligibility criteria.

Section I: Identification of the applicant and scope of application

| REQUIRED INFORMATION | GUIDELINES | APPLICANT'S ANSWER |
|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------|
| 1. Name and version of Professional Recognition Programme in scope for this application, i.e. the name used on certificates. | Please use the same name that is used on the certificates issued to registered auditors | |
| 2. Name of the Professional Recognition Body submitting this application | | |
| 3. Name of the legal entity owning the Professional Recognition Programme. | If different from above | |
| 4. Registered address of the Professional Recognition Body | Please provide the legal address of the Professional Recognition Body | |
| 5. Business address (Headquarter) of the Professional Recognition Body | If different from the address above. | |
| 6. Additional local offices | Please provide the address of any additional office locations. | |

| REQUIRED INFORMATION | GUIDELINES | APPLICANT'S ANSWER |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 7. Name and position of the authorising officer | The authorising officer is the person legally representing the Professional Recognition Body and agreeing to this application and the GFSI T&C in its name. | |
| 8. Name and position of the key contact person | This person will be the primary point of contact for GFSI during the assessment of the Professional Recognition Programme | |
| 9. Address / location of application key contact person | | |
| 10. Phone number of application key contact person | | |
| 11. E-mail address of application key contact person | | |
| 12. Total number of valid accredited certificates against the Professional Recognition Programme | This is the number of certificates against the version of the Professional Recognition Programme in scope for this application | |
| 13. List of countries where those accredited certificates have been issued | | |
| 14. Date of application | Date when the application was sent to CGF GFSI | |

Section II: Verification of the eligibility criteria

| REQUIRED INFORMATION | GUIDELINES | APPLICANT'S ANSWER | GFSI ASSESSMENT |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|
| 1. Please provide evidence that the Professional Recognition Body has a legal status in its jurisdiction and is the owner of the Professional Recognition Programme in scope for this application. | This may include papers / legal constitution documentation. If the legal entity owning the Professional Recognition Programme is different from the Professional Recognition Body, please provide clear evidence of the relationship between them. | | |
| 2. Please declare any activities the Professional Recognition Body may carry out related to GFSI-recognised CPOs, e.g. certification, conformity assessment, training. | If there are any such activities, please explain how impartiality is preserved between those activities and the personnel certification activities in scope for this application. | | |
| 3. Please demonstrate that there is endorsement from a minimum of three organisations committing to the Professional Recognition Programme, demonstrating the market need for their Professional Recognition Programme | Please send us at least three letters of support specific to the Professional Recognition Programme in scope for this application. These letters shall be signed by an appropriate person within their organisation, dated and written on a paper / e-mail with logo demonstrating its origin. The signatory will state the job title. | | |

| REQUIRED INFORMATION | GUIDELINES | APPLICANT'S ANSWER | GFSI ASSESSMENT |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|
| 4. Please confirm that the Professional Recognition Programme operates to ISO17024 | Please provide evidence of certification of the entity carrying out the certification activities, e.g. accreditation certificate, link to AB's website. Please note that ABs must be signatories of the IAF MLA. | | |
| 5. Please provide a short summary of the Professional Recognition Body's history and objectives. | Please enter details such as date of operation, markets, rationale for development, mission, objectives, details of any Professional Recognition Programmes including more than 100 registrants that the Professional Recognition Body is running. | | |
| 6. Please confirm how long the Professional Recognition Programme in scope for this application has been in operation | Evidence may include date of the first issued certificate against the version of the Professional Recognition Programme, date of the very first certificate issued against previous versions of the Professional Recognition Programme | | |
| 7. Please confirm if the Professional Recognition Programme is undergoing or about to undergo significant changes. | If so, please provide details of those changes | | |

| REQUIRED INFORMATION | GUIDELINES | APPLICANT'S ANSWER | GFSI ASSESSMENT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|
| 8. Please provide evidence that the Recognition Programme does not have any practices in place that are deemed to restrict access to markets. | Please enter details such as date of operation, markets, rationale for development, mission, objectives, details of any Professional Recognition Programmes including more than 100 registrants that the Professional Recognition Body is running. | | |
| 9. Please confirm that you have completed the self assessment forms against the GFSI Benchmarking Requirements, and are confident that you comply to those Requirements | Please ensure to enclose your completed self-assessment forms and any supportive evidence with your application form. | | |

- ☐ We confirm that the information provided in the application form and in supporting documents is current and accurate.
- ☐ We have read and accepted the Benchmarking Terms and Conditions enclosed in this application form.
- ☐ We have read and accepted the Benchmarking Requirements enclosed in this application form.

SIGNED

(to be signed by authorising officer)

FOR AND ON BEHALF OF

SIGNATURE: _____

NAME: _____

GFSI Benchmarking Terms & Conditions

(A) The Applicant has applied to GFSI to be benchmarked against the Benchmarking Requirements.

(B) Subject to satisfying the eligibility criteria defined by GFSI in the Benchmarking Requirements, accepting these Benchmarking Terms and Conditions and paying the Fees, the Applicant will undergo a benchmarking assessment in accordance with the terms and conditions set forth in the Agreement (as such term is defined below).

(C) The Parties have entered into an Agreement to set out the nature of each Party's obligations to the other Party in relation to the benchmarking process and requirements.

1. DEFINITIONS

The following capitalised terms and expressions shall have the respective meanings set forth below if they are not defined elsewhere in the Benchmarking Requirements (Glossary):

1.1 Agreement shall refer to the contractual documents referred to in section 13.2 (entire agreement).

1.2 Applicant means the legal entity as identified in the Application Form which applies for assessment and benchmarking against the GFSI Benchmarking Requirements.

1.3 Application Form: means the document filled in by an Authorised Representative of the Applicant.

1.4 Authorised Representatives means, in relation to a Party, its respective directors, officers, employees, agents, advisers, accountants and consultants of that Party.

1.5 Benchmarking Requirements means the set of rules and procedures defined by GFSI for the purpose of a Certification Programme, as regularly updated from time to time. The Benchmarking Requirements specify, among others, the Benchmarking Process and method for the recognition of food safety Certification Programmes. The then current version of the Benchmarking requirements is published on the website <http://mygfsi.com>.

1.6 CGF or the Consumer Goods Forum, a French association (association Loi 1901), whose SIREN number is 784 315 194 and whose registered office is 47-53 rue Raspail, 92300 Levallois-Perret, FRANCE.

1.7 Confidential Information means information that one party discloses (“**Disclosing Party**”) to the other party (“**Recipient**”) under this Agreement and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the Recipient, is rightfully given to the Recipient by a third party without confidentiality obligations, or becomes public through no fault of the Recipient.

1.8 Effective Date shall have the meaning set forth in section 2 (Term).

1.9 Eligibility Criteria means the criteria defined by GFSI that the Applicant needs to satisfy to apply for recognition under the Benchmarking Requirements.

1.10 Grounds for Suspension means any circumstances that gives GFSI reasonable grounds to believe that the Applicant may no longer be able or willing to comply with the Benchmarking Requirements and/or its obligations under the Agreement (such as non-payment of undisputed invoices).

1.11 GFSI or Global Food Safety Initiative means a coalition of action from the Consumer Goods Forum (CGF), bringing together retailers and manufacturers from across the CGF membership and an extended food safety community to oversee food safety standards for businesses and help provide access to safe food for people everywhere. GFSI is operated by the Consumer Goods Forum.

1.12 GFSI governance rules means the rules published by GFSI at the following address <https://mygfsi.com/wp-content/uploads/2021/04/GFSI-Governance-Rules-Version-062021.pdf>.

1.13 Intellectual Property Rights means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

2. TERM

2.1 Effective Date. This Agreement will come into force on the date of its signature between the Parties or, in case the Application process has been carried out electronically by the Applicant, upon the electronic confirmation of receipt of its Application Form (the “Effective Date”).

2.2 Duration. This Agreement will remain effective for a period of four (4) years from the Effective Date unless terminated earlier by the Parties pursuant to section 8 (Termination).

3. ALIGNMENT & COMPLIANCE WITH THE GFSI BENCHMARKING REQUIREMENTS

3.1 The Parties agree to comply with their respective obligations as set out in the relevant GFSI Benchmarking Requirements which are incorporated herein by reference.

3.2 Procedural steps. The Benchmarking Process shall be carried out in accordance with the procedural steps described in part I of the Benchmarking Requirements,

until GFSI communicates its final decision on Recognition or not.

3.3 Appointment of GFSI Authorised Representatives. Throughout the Term of the Agreement, GFSI may appoint, at its discretion, an Authorised Representative to fulfil any of GFSI’s functions or obligations under this Agreement, or as it sees fit, to carry out all tasks which, in the view of GFSI, are necessary to follow the process described in the Benchmarking Requirements. GFSI will designate a Benchmark Leader that will be in charge of defining, in collaboration with the Applicant, a workplan and carry on the Benchmark review in line with the procedural steps defined in the Benchmarking Requirements.

Upon the receipt of the notification of appointment of an Authorised Representative, the Applicant may object in writing to such appointment as described in the Benchmarking Requirements.

3.4 Timeline. The Benchmarking process shall be completed within the timeline defined in the Benchmarking Requirements. Failing that, the Applicant will not receive recognition and will have to submit a new Application and pay the corresponding additional fees, unless the GFSI Steering Committee exceptionally decides to extend this timeline as described in the Benchmarking Requirements.

3.5 Continuous assessment – Recognition suspension or withdrawal. The Applicant acknowledges that recognition may be maintained, suspended (provided there is a Ground for Suspension) or withdrawn based on the result of assessment and gap analysis, all subject to the terms, conditions and procedure provided in the Benchmarking Requirements and these Terms and Conditions.

3.6 New version of the Benchmarking Requirements. GFSI will notify the Applicant when new editions of the Benchmarking Requirements or addenda are published. GFSI will invite the Applicant to comment, where appropriate, on proposed changes to the Benchmarking Requirements during the revision process.

3.7 Renewal of GFSI recognition. Upon the publication of a new version of the Benchmarking Requirements, or of a new version of the Applicant’s Certification Programme, the Applicant may apply again for recognition by following the process

described in the Benchmarking Requirements. These Terms and Conditions will remain applicable during the transition periods described in the Benchmarking Requirements, or until either party gives notice pursuant to section 8 of these Terms and Conditions.

3.8 Information. The Applicant shall immediately notify GFSI in writing if it is aware of any circumstances which could potentially give rise to any action, demand, legal or regulatory proceedings being brought against the Applicant or GFSI, in any way (directly or indirectly) related to the Applicant’s ability to fulfil its obligations under this Agreement.

3.9 Cooperation. In accordance with the GFSI Benchmarking Requirements, the Applicant undertakes to co-operate fully with GFSI in the event of a complaint or suspected non-conformity with the Benchmarking Requirements and shall follow the complaints procedure defined therein.

4. COMMUNICATION

4.1 The Applicant may mention that it has received a statement, issued by the GFSI, that the Applicant’s Certification Programme has successfully completed the GFSI Benchmarking process (the [Statement of Conformity](#)), in its communications with third parties subject to the following terms and conditions:

a) The Applicant shall clearly state (i) the version and subversion of the GFSI Benchmarking Requirements against which the Certification Programme has been benchmarked, (ii) the name of the standard as well as (iii) the version of the Certification Programme being referred to, and (iv) the date of issuance of the Statement of Conformity and (v) its validity period.

b) If the Statement of Conformity is outdated, suspended or withdrawn, the Applicant shall immediately cease to refer to the Statement of Conformity, the GFSI or CGF name or the GFSI or CGF Certification Programme rules in any communications with third parties (including, but not limited to, advertising or promotional material), until it is authorised by GFSI to communicate again or it receives a new Statement of Conformity (as the case may be).

4.2 The Applicant shall never use or reproduce any CGF or GFSI trademark (including but not limited to logos, brand and commercial name) in any release of Statement of Conformity nor on its products without prior agreement from GFSI.

4.3 The Applicant shall not allow products to be labelled or marked in a manner, which implies that it meets specific food safety criteria. Descriptions shall not imply that specific food safety is guaranteed, only that food safety management practices have been applied and the process has been certified.

5. FINANCIAL TERMS AND CONDITIONS

5.1 Fees – Taxes. The Fees applicable to the services and certificates provided by GFSI are stated in Schedule 1 (Fee Schedule). All payments shall be made in Euros and are exclusive of any applicable value added, excise, sales, use, consumption taxes of any other similar governmental charges. Payments shall be made by the Applicant to GFSI by wire transfer to the account designated by GFSI.

5.2 Services Fees. The Applicant agrees to pay the Fees set forth in Schedule 1 in consideration of the services provided by GFSI for the GFSI Benchmarking Process and annual Integrity Programme.

- The Entry Fee (Application review) is payable in advance and is not refundable in case GFSI rejects the Application or refer the application back to the Applicant.

- Applicant shall bear reasonable the costs of the investigation of any potential non-conformity with the requirements of the GFSI Benchmarking Requirements, including the costs of a discretionary office assessment, to the extent that an investigation was considered to be necessary, and the costs of the investigation were reasonably incurred in the opinion of GFSI.

The Applicant shall bear all internal costs to their organisation associated with the Benchmarking assessment.

5.3 Certificate Fees. The Applicant agrees to pay the Certificates Fees subject to the terms and conditions set forth in Schedule 1.

5.4 Fees Update Notice. GFSI reserves the right to amend and update the Fee Schedule at any time. Price changes will be notified in writing to the Applicant and will be applicable for any new order of service or certificates, with a minimum of six (6) months' prior notice period. If the Applicant does not agree with the new Fee Schedule, the Applicant may terminate the Agreement by sending a termination Notice pursuant to section 8 (**Termination**).

5.5 Payment. Unless specified otherwise, GFSI's invoices are due and payable within thirty (30) calendar days from the date of receipt of such invoices ("Payment Due Date") and are not refundable.

5.6 Late payment – Default. In the event of payment delay, GFSI shall have the right to charge (i) interest on the unpaid amounts as from the day following the due date for payment and calculated at a rate equal to three times the statutory interest rate under the applicable law or 5% (whichever is the highest rate) and (ii) a fee of Eur 40 per invoice.

5.7 Suspension – Termination. Without prejudice to any other rights or remedies, if any invoice that is not disputed in accordance with section 5.8 (Invoice Dispute) remains unpaid for more than 15 days after the Payment Due Date, GFSI may notify the Applicant that it's recognition will be suspended. If after the invoice remains unpaid 30 days after the Payment Due Date, GFSI may terminate this Agreement pursuant to section 8.2. (termination for cause).

5.8 Invoice dispute. Any dispute concerning an invoice must be notified in writing to GFSI within maximum thirty (30) days from the date of issuance of the invoice subject to foreclosure.

5.9 Taxes. Any fees set out under this Agreement are exclusive of any applicable taxes (such as VAT), duties or any additional expenses which shall be added to the invoice (if and where applicable).

6. Liability

6.1 The liability of each Party may be incurred in respect of the other Party only

under the conditions of ordinary law in respect of direct damage which constitutes an immediate and direct consequence of the non-performance of its own. No Party shall be liable for indirect and consequential damages.

6.2 Whatever the nature, basis and procedure of a judicial action, the aggregate liability of GFSI under the Agreement shall be limited to all sums actually paid or due by the Applicant during the six (6) months immediately preceding the month during which the related damage(s) occurred. This limitation does not apply to damages resulting from gross negligence or wilful misconduct by a Party, bodily injury (including death).

6.3 GFSI shall not be liable to any third party whatsoever resulting from the Applicant having completed the GFSI Benchmarking Process nor shall GFSI be liable to any third party in respect of any activities carried out by the Applicant. The Applicant shall indemnify and hold harmless GFSI against all liabilities, costs, expenses, damages and losses suffered or incurred by GFSI arising out of or in connection with:

a) the Applicant's breach of its representation and warranties; or

b) any claim made against GFSI by a third party arising out of or in connection with the Statement of Conformity, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Applicant, its employees, agents or subcontractors.

6.4 The Parties agree that the limitations of liability set out in this "Liability" section are reasonable in the context and financial terms of the Agreement.

7. Representation and Warranties

7.1 Each party represents and warrants that it has the legal authority to enter into the Agreement; and the Agreement has been executed by an authorised representative of that party.

7.2 Applicant represents and warrants that it (a) will use no less than reasonable

care, diligence in performing its obligations under the Agreement; and (b) will comply with all applicable laws, rules, and regulations, Anti-Bribery laws, Data Protection Laws; and (c) will not make any facilitation payments (i.e. payments to induce officials to perform routine functions they are otherwise obligated to perform) or place GFSI in violation of any applicable laws, rules, or regulations (whether through any act(s) or omission(s) of the Applicant, or otherwise) and (d) shall behave ethically, in accordance with GFSI Code of Ethical Conduct laid in the GFSI Governance Rules.

8. TERMINATION & CONSEQUENCES

8.1 Termination for non-matching the Eligibility criteria. If the Applicant does not fulfil the Eligibility Criteria, GFSI will notify the Applicant that its Application is rejected, and the Agreement will be terminated upon the receipt of such notice by the Applicant. Entry Fees paid by the Applicant are not refundable.

8.2 Termination for cause. Either party may terminate this Agreement immediately on written notice if the other party is in material breach of the Agreement and, where that breach is curable, fails to cure the breach within thirty (30) days after receipt of written notice of the breach. This right to terminate shall be in addition to any other remedies the non-defaulting party may have under the Agreement or by law.

8.3 Termination for convenience. Either Party may terminate the Agreement at any time and without cause by sending a termination notice (pursuant to section 5) to the other Party, and termination shall be effective 3 months after the receipt of such notice.

8.4 Fees update refusal. Additionally, if the Applicant does not agree with the new Fee Schedule notified by GFSI pursuant to section 5.4, it may terminate the Agreement by sending a termination Notice to GFSI. Any notice of termination given by Applicant under this section will take effect upon the effective date of the price increase indicated in the Fees Update Notice, save as provided otherwise between the Parties.

8.5 Insolvency. Finally, save as provided otherwise under mandatory laws, each Party has the right to terminate the Agreement with immediate effect at any time and

without recourse to the Courts upon the insolvency or liquidation of the other Party, except for restructuring purposes and in such a manner that the company resulting from the restructuring is effectively bound by the Agreement.

8.6 Termination consequences. Unless the Agreement is terminated by the Applicant because of GFSI material breach of its obligations, Applicant shall remain liable for the payment of all services provided by GFSI and Certificates issued until the effective date of termination and more generally for the payment of all invoices for which payment is due and which remain unpaid notwithstanding the effective date of termination of the Agreement. For clarity sake, fees already paid are not refundable.

Upon the termination of the Agreement, the Applicant shall no longer refer to themselves in anyway as GFSI-recognised, or use the Statement of Conformity referred to in section 4 of those Terms and Conditions.

INTELLECTUAL PROPERTY

8.7 Each Party retains ownership in any intellectual property belonging to a Party prior to the entry into force of this Agreement or which are independently developed by a Party, without reference to the other Party's intellectual property or Confidential Information. Except as expressly stated otherwise in this Agreement, neither Party will acquire any right, title, or interest in or to any of the Intellectual Property Rights belonging to the other Party.

8.8 The Applicant shall not use GFSI's name or logo for the promotion, advertisement or marketing of its products or services in any communications with third parties. In accordance with GFSI's Governance Rules, the GFSI name or logo may only be used in communications with third parties with the prior written permission of the GFSI Technical Manager.

8.9 The Applicant shall not use documents and deliverables submitted by GFSI in accordance with the Agreement and the Benchmarking Requirements outside the scope of this Agreement.

9. AUDIT

9.1 Applicant will keep and maintain complete and accurate books, records, and accounts relating to this Agreement. During the Term, and for one year afterwards, if GFSI has reasonable grounds of suspicion of error or fraud and provided the Applicant receives reasonable prior notice from GFSI, the Applicant will authorise GFSI to appoint an external and independent auditor(s) to access during normal business hours to Applicant's books, records, and accounts to the extent strictly necessary to verify, at GFSI's costs, Applicant's compliance with this Agreement and, in particular, the payment of the Fees. GFSI or any auditor conducting any such audit shall be required to comply with any reasonable confidentiality provisions with respect to the audit.

9.2 If the audit reveals that the information set out in the Applicant's reports is in any way incorrect, and that the Fees charged by GFSI to Applicant were lower than what they would have otherwise been as a result, Applicant shall (upon written notice from GFSI) promptly pay to CGF GFSI an amount equal to the difference in Fees that Applicant paid to GFSI and the amount Applicant should have paid and bear all reasonable costs incurred by GFSI for carrying on the audit. GFSI reserves the right to suspend the Recognition until the Applicant's breach is cured.

10. CONFIDENTIALITY

10.1 Each Party shall keep confidential (and ensure that its officers, employees, agents, nominated representatives and professional and other advisers keep confidential) any Confidential Information.

10.2 Neither Party shall use for its own business purposes or disclose to any third party any Confidential Information without the consent of the other Party.

10.3 The confidentiality obligations under the clauses above do not apply to:

a) information which is independently developed by the relevant Party or acquired from a third party to the extent that it is acquired with the right to disclose it;

b) disclosure of information to the extent required to be disclosed by law, any stock exchange regulation or any binding judgment, order or requirement of any court, government regulatory agency or body or other competent authority;

c) disclosure of information to any tax authority to the extent reasonably required for the purposes of the tax affairs of the party concerned;

d) disclosure of information by GFSI in its Benchmarking assessment report to the extent required to be disclosed by the Benchmarking Requirements or to enable it or its authorised representatives to fulfil its obligations under the Benchmarking Requirements;

e) disclosure of aggregated and anonymised data by GFSI in relation to the operational activities of owners of food safety Certification Programmes that have been benchmarked by GFSI;

f) disclosure in confidence to a Party's professional advisers of information reasonably required to be disclosed for a purpose reasonably incidental to this Agreement; or

g) information which becomes available to the public (otherwise than as a result of a breach by one Party of its obligations pursuant to this section 11 (Confidentiality)).

10.4 The confidentiality obligations provided herein shall remain effective for a term of five (5) years after the expiration or termination of this Agreement, for any reason whatsoever.

10.5 Each Party shall return all documents and materials containing Confidential Information or, if so required by the other, shall destroy all material containing Confidential Information (including any copies, analysis, memoranda or other notes made by the receiving party) in its possession or under its custody or control within 14 days from the receipt of a written notification sent by the other Party. In the event that GFSI is not able to return, destroy or delete certain documents or data due to legal or regulatory constraints, GFSI may retain an archival copy of Applicant's confidential information and keep it confidential until its destruction.

11. DATA PROTECTION

11.1 The Parties acknowledges that the Application for Benchmarking may lead to the processing of personal data such as contact details or other personal information included in the documents and evidence provided by the Applicant to GFSI.

11.2 Each Party undertakes to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data (hereinafter the "GDPR"), including any updated, additional, amended provisions, directives, recommendations or regulations or other substitute provisions, even if promulgated after the effective date of this Agreement, as well as local laws and regulations implementing GDPR, which together form the "Data Privacy Regulations".

11.3 For the sake of clarity, any terms "data controller", "data subject", personal data", "processing" and "processor" used and not defined herein shall have the meaning given to it by the GDPR.

11.4 As regards the data processing activities carried on by each Party in the context of and for the purpose of the Agreement, each Party acts as an independent data controller and shall implement appropriate technical and organisational security measures to protect any Personal Data processed pursuant to this Agreement against accidental or unlawful destruction or accidental loss or alteration, unauthorised disclosures or access, in particular where the processing involves the transmission of Personal Data over a network, and against all other unlawful forms of processing.

11.5 The Applicant is informed that individuals may exercise their right of access, correction and deletion of personal data by sending an e-mail to mydata@theconsumergoodsforum.com.

12. MISCELLANEOUS

12.1 Notices. All notices of termination or breach must be in English, by registered letter, and addressed to GFSI at [The Consumer Goods Forum – GFSI, 47-53 rue Raspail - 92300 Levallois-Perret - FRANCE, gfsibm@theconsumergoodsforum.com], and for the Applicant, at the contact details stated in the Application Form.

All other notices (such as, but not limited to, modification of the Fee Schedule, Benchmarking Requirements updates) must be in English, in writing, and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

12.2 Entire Agreement. The Agreement is composed of these Benchmarking Terms and Conditions, the GFSI Benchmarking Requirements, the Application Form, any schedules, addenda (when executed by the Parties). This Agreement sets out all terms agreed between the parties and supersedes and terminates all other agreements between the parties relating to its subject matter.

12.3 Interpretation of Conflicting Terms. If there is a conflict involving the documents that make up this Agreement, the documents will control in the following order of precedence: (i) these Benchmarking Terms and Conditions, (ii) the Benchmarking Requirements, (iii) any Schedule, (iv) addenda (as applicable), (v) the Application Form.

12.4 Amendments. Save as provided otherwise in the Agreement, any amendment to this Agreement must be in writing, signed by Authorised Representative of each party (electronic signature permitted), and must expressly state that it is amending the Agreement. As an exception to this principle, updates of the Fee Schedule, the Benchmarking Requirements and/or GFSI Governance Rules will be notified by GFSI to the Applicant and do not require any amendment to be signed between the Parties.

12.5 Survival. The terms of this Agreement that contemplate performance or obligations after the effective date of expiration or termination of this Agreement shall survive expiration or termination of this Agreement in whole or in part, including

in particular all provisions regarding intellectual property, confidentiality, data protection, liability, and applicable law and dispute resolution.

12.6 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

12.7 Assignment. Neither Party may assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party. This Agreement shall be binding and shall inure to the benefit of, the successors and permitted assigns of each Party.

12.8 Evidence – Electronic Signature. Parties agree to execute the Agreement electronically by using the solution www.docusign.com (or any equivalent solution agreed between the Parties). Electronic signature shall be equivalent to a handwriting signature. All data kept by GFSI on computer or electronic system constitute legally admissible means of proof with the same probative force as any document that would be established, received or kept in writing, and these data may be validly produced by GFSI in any dispute or procedure with the Applicant.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing law. This Agreement and any contractual or non-contractual dispute arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, French law.

13.2 Dispute resolution – Arbitration. All disputes arising out of, or in connection with, this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Paris, France. The language of the arbitration shall be English.

Schedule 1: GFSI benchmarking fee schedule

Note: Fees for benchmarking services are charged as follows and according to the GFSI Benchmarking process.

| GFSI FEES FOR THE RECOGNITION PROCESS | COST € | TIME ALLOCATION | DUE DATE |
|--------------------------------------------------------|--------------|-----------------------------|------------------------------------------------------------------------------|
| 1. Entry fee (Application review) - for all applicants | 1000 Euros * | Fixed cost (not refundable) | When submitting the application |
| 2. GFSI administration fee | 1000 Euros * | Fixed cost | Upon final decision on recognition (step G of the GFSI Benchmarking Process) |

| GFSI FEES APPLICABLE FOR THE MONITORING OF CONTINUED ALIGNMENT (AFTER RECOGNITION) | COST € | TIME ALLOCATION | DUE DATE |
|------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------|---------------------------------------------------------------------------|
| 1. Desktop review | 1000 Euros per working day* | Typically 2 days per year | Upon the completion of each step of the monitoring of continued alignment |
| 2. Office visit | 1000 Euros per working day* + travel costs | Typically 1 day + ½ day travel time | |
| 3. Corrective Action Plan Validation and Reporting | 1000 Euros per working day* | Typically 1 day | |
| 4. GFSI administration fee | 1000 Euros * | Fixed cost Annual | Annual |

| GFSI CERTIFICATE FEES | COST |
|-----------------------------|---------------------------|
| Single person's certificate | 10 euros per certificate* |

***Price for the year 2021, subject to changes in Euro inflation index**

Please note:

1. These are direct costs for the Benchmark Leader; travel time may be added based on circumstances.
2. Fixed cost for the GFSI Technical Manager.
3. A certificate fee is applicable to all GFSI-recognised Professional Recognition Programme. At the end of each quarter, each Applicant will be asked to declare individually the number of certificates issued for the previous quarter by scope. All data will be handled confidentially by all involved parties. An invoice will be established accordingly.

Each Applicant shall submit an annual report to GFSI, stating the number of certificates issued against their Professional Recognition Programme for the previous calendar year (January to December).

GFSI has the right to verify that the number of certificates communicated by the Applicant is accurate by checking the consistency in the declared number of certificates from one year to the next (and also in comparison with previous years' surveys) and by any other legal means deemed necessary, including by assigning an independent third-party auditor.

GFSI will also ask Applicants separately to provide a breakdown of their certificates per scope and country for the current year.

If the Applicant does not provide the requested information or if, through verification of the information and/or report provided, GFSI discovers that the number of certificates declared by the Applicant is not in line with the actual number of issued certificates, GFSI will come back to the Applicant for verification and rectification, and issue an invoice accordingly. The cost of the verification by the independent third party (if any) would be charged to the Applicant. All data will be handled confidentially by all involved parties.