



Good360 Program Participation Agreement

This Good360 Program Participation Agreement (this “Agreement”), is entered into by and between Good360, a Virginia corporation (“Good360”), and _____, a _____ (the “Organization”), effective as of the date on which Good360 executes this Agreement as set forth on the signature page hereto. Good360 and the Organization may each be referred to herein as a “Party” and together as the “Parties”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Affirmation of Good 360 Master Donation Acceptance Agreement

The Organization represents and warrants that it is, and at all times has been, in compliance with the Good360 Master Donation Acceptance Agreement between the Parties (the “Master Agreement”). In addition, the Organization acknowledges and agrees that its participation in a Program (as defined below) is subject to all of the terms and conditions of the Master Agreement, which are hereby incorporated herein.

Program Participation

In addition to the availability of items through Good360’s website (www.good360.org), Good360 makes available programs (each a “Program” and, collectively, “Programs”) under which certain Good360 members can obtain items that were donated to Good360 (“Donated Goods”). In order to participate in a Program, a Good360 member must obtain Good360’s approval, which may be withheld or granted in Good360’s discretion. Good360 describes the Programs on its website (www.good360.org).

Good360 reserves the right to at any time in its sole discretion (i) terminate or modify any Program and to add additional Programs, (ii) determine, and to amend/modify, the terms and conditions of participation in a Program, including, without limitation, requirements for eligibility for participation in the Program (with any such terms and conditions to be as set forth in this Agreement, as posted on Good360’s website or as otherwise provided by or on behalf of Good360 to Program participants), and (iii) terminate or suspend the Organization’s participation in any Program in which the Organization is a participant.

The Organization has applied to participate in one or both of Good360’s Direct Truckload Program or Retail Distribution Program, as further described below:

Direct Truckload Program – Under this Program, participating Good360 donor partners donate their returned and excess inventory to nonprofit organizations on a consistent basis. Every week, Good360 has full semi-truckloads that can be delivered directly to a Good360 member’s location from the Good360 donor partners.

Retail Distribution Program – Under this Program, a Good360 member is matched with a local retailer to receive donations which can be used in the member’s community. Some retailers offer one-time pickups while others allow a Good360 member to subscribe for a full year.

The Organization represents and warrants to Good360 that the information provided in its application for participation in the Program is true and correct. Good360 has approved the Organization's application for participation in the Direct Truckload and Retail Distribution Programs, subject to Organization's execution and delivery of this Agreement.

As required under the Master Agreement, the Organization shall use Donated Goods solely to further a purpose or function constituting the basis for the Organization's exemption under IRC § 501 and solely for the care of the ill, needy or infants, in compliance with IRC § 170(e)(3) and IRC regulations § 1.170A-4A(b)(2) and (3) so that Good360's donors may qualify for the enhanced inventory donation deduction under IRC § 170(e)(3). The Organization acknowledges that Donated Goods must be used to alleviate or cure an existing illness, to alleviate or satisfy an existing need, or to perform parental functions and provide for needs of infants as set forth in the IRC regulations. The Organization will ensure that Donated Goods will be used in accordance with these requirements.

Also, for goods ordered as part of the Retail Distribution Program, the Organization shall deliver a Donation Acknowledgment in the form attached as Exhibit A hereto by not later than 30 days after the end of each calendar quarter. To the extent that Good360 implements a process to receive Donation Acknowledgments through its website, the Organization shall comply with such process with respect to all Donated Goods it receives. Good360 and the donor of the Donated Goods to Good360 may rely on the accuracy of the Donation Acknowledgements by the Organization.

By its execution and delivery of this Agreement, the Organization acknowledges and agrees to the matters, terms and conditions set forth in this "Program Participation" Section. The person signing this Agreement on behalf of the Organization represents and warrants to Good360 that such person is authorized to enter into this Agreement on the Organization's behalf.

The Organization may terminate its participation in a Program at any time by providing written notice to Good360 at the following address (as may be updated by Good360): Good360, 675 N. Washington Street, Suite 330, Alexandria, Virginia 22314, Attention: Member Services.

Miscellaneous

Should any dispute arise regarding this Agreement which a Party determines cannot be settled by the Parties, the Parties agree that any and all actions brought to enforce the provisions of this Agreement shall be brought in a court of competent jurisdiction located in the Commonwealth of Virginia. This Agreement will be governed by and construed according to the laws of the Commonwealth of Virginia without consideration of any conflicts of laws principles. Good360 may terminate this Agreement without cause immediately upon written notice to the Organization; the Organization shall have no right to terminate this Agreement (which shall survive the Organization's termination of its participation in a Program). This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors or administrators, beneficiaries, personal or legal representatives, successors and assigns. This Agreement does not confer and shall not be deemed to confer or create any rights in and for third parties (other than the rights of Indemnified Parties as provided above). This Agreement, along with the Master Agreement, sets forth all of the promises, agreements, and understandings of the Parties with respect to the matters described herein, and there are no promises, agreements, or understandings, oral or written, express or implied, between them with respect to such matters other than as set forth herein. Any and all prior promises, agreements, and understandings among the Parties with respect to the matters described herein, other than the Master Agreement, are hereby revoked. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other

provisions hereof. This Agreement shall not be modified or amended except by further writing signed by both Parties. The headings or other captions contained in this Agreement are for convenience of reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement. The Organization shall pay Good360 all actual costs and expenses incurred by Good360 in connection with defending or prosecuting any actions or proceedings (judicial or otherwise) arising out of this Agreement, including but not limited to reasonable attorney fees and costs. Each Party agrees that it has not received any tax advice from the other Party with respect to this Agreement and that it is aware that it may wish to consult a tax advisor with respect to provisions of this Agreement that address IRC § 170(e)(3) and related IRC regulations.

[INSERT NAME OF ORGANIZATION]

Signature of Representative of the Organization Date

Printed Name and Title: _____

Good 360

Signature of Representative of Good360 Date

Printed Name and Title: _____

Exhibit A

Donation Acknowledgment

To: Good360
675 N. Washington Street, Suite 330
Alexandria, Virginia 22314
Attention: Member Services.

On behalf of **[INSERT ORGANIZATION NAME]** (the "Organization"), thank you for your in-kind donation of the goods set forth on the list attached hereto (the "Donated Goods"). The Organization is pleased to make the following statement in accordance with Internal Revenue Code ("IRC") regulations § 1.170A-4A(b)(4):

- A. During the calendar quarter ended **[INSERT DATE]**, the Organization received the Donated Goods listed on Attachment 1 hereto on the date specified for such goods on Attachment 1.
- B. The Donated Goods will be used in accordance with the Organization's exempt purpose and for the care of the ill, needy or infants in compliance with IRC § 170(e)(3) and paragraphs (b)(2) and (b)(3) of Internal Revenue Code (IRC) regulations § 1.170-4A.
- C. The Organization is a U.S. nonprofit, public charitable corporation (not a non-operating private foundation) described in IRC § 501 (c) (3), tax- exempt under IRC § 501 (a), and qualified to receive tax deductible contributions under IRC § 170(c).
- D. Adequate books and records will be maintained and made available to the Internal Revenue Service upon request.
- E. No goods or services were provided by the Organization in exchange for the contribution of the Donated Goods.

[INSERT NAME OF ORGANIZATION]

Signature of Representative of the Organization

Date

Printed Name and Title: _____

