



Good360 Master Donation Acceptance Agreement

This Good360 Master Donation Acceptance Agreement (this "Agreement") contains the terms and conditions that Good360, a Virginia corporation, and the Organization (as defined below) agree will govern the donation by Good360 to the Organization, and the transfer, delivery, receipt, storage, and use by the Organization, of items previously donated to Good360 (the "Donated Goods"). The Donated Goods shall be designated on an order inventory confirmation generated upon the Organization's placement of an order through Good360's website (www.Good360.org) or otherwise designated in accordance with a Program (as defined below).

Please read this Agreement carefully.

By signing you acknowledge and agree that you have read and accept the terms and conditions of this Agreement in its entirety on behalf of, and as the binding obligation of, your organization (the "Organization"). In addition, you represent and warrant that you are authorized to enter into this Agreement on the Organization's behalf.

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:

Membership

The Organization represents and warrants to Good360 that all materials that the Organization provided to Good360 in support of the Organization's application to become a member of Good360 are true, correct and complete. The Organization shall notify Good360 if any event or change occurs that results in the foregoing representation and warranty no longer being accurate.

The Organization represents and warrants to Good360 that the Organization (1) is a tax-exempt public charity as described in Internal Revenue Code ("IRC") § 501(c)(3) and not a private foundation, (2) is not subject to a revocation of tax-exempt status or other adverse tax determination from the Internal Revenue Service, (3) is not currently and have not formerly been subject to any investigation or examination by any state or local authority, including but not limited to law enforcement and charity regulators, or any federal authority, including but not limited to the Internal Revenue Service and Federal Trade Commission, and (4) is not aware of any threatened revocation, adverse tax determination, investigation, or examination. If the Organization becomes the subject of any such revocation, adverse tax determination, investigation, or examination, or any written threat thereof, the Organization shall notify Good360 within five (5) days of such determination, the initiation of such investigation or examination or the Organization's receipt of a written threat.

The Organization shall (1) refrain from supporting or opposing candidates in political campaigns in any way, (2) ensure that the Organization's net earnings do not inure in



whole or in part to the benefit of private shareholders or individuals (including without limitation board members, officers, key management employees, or other insiders), (3) not further non-exempt purposes (such as purposes that benefit private interests) more than insubstantially, (4) not be organized or operated for the primary purpose of conducting a trade or business that is not related to your exempt purpose(s) and (5) not devote more than an insubstantial part of the Organization's activities attempting to influence legislation.

Good360 reserves the right to immediately suspend or immediately terminate the Organization's status as a member of Good360 for any reason in Good360's sole discretion. Only current Good360 members who have not been suspended are eligible to obtain Donated Goods from Good360, either directly or under a Program. Suspension or termination of the Organization's status as a member of Good360 shall not be Good360's exclusive remedy for the Organization's violation of this Agreement (or any other agreement between Good360 and the Organization) and shall not preclude Good360's simultaneous or subsequent exercise of any right, power, or remedy that Good360 may have under this Agreement (or any such other agreement), at law or in equity.

Delivery/Receipt of Donated Goods

Good360 shall deliver Donated Goods to the Organization at such location as Good360 and the Organization agree. Donated Goods must be received by the Organization at the Organization's principal place of business (or as otherwise required in connection with a Program).

Upon delivery (or other means by which the Organization takes possession of Donated Goods in connection with a Program), title in and to Donated Goods shall transfer from Good360 to the Organization, subject to the terms and conditions of this Agreement. Good360 will not accept and the Organization shall not provide to Good360 anything of value in exchange for Donated Goods.

The Organization understands and agrees that any Donated Goods the Organization may receive from Good360 will be received by the Organization in "as-is" condition, with all faults and defects, latent and otherwise. Good360 makes no warranty, covenant or representation, expressed or implied, or arising by operation of law, regarding Donated Goods, including without limitation, any warranty as to their design, condition, merchantability, or fitness for any particular use or purpose. Good360 shall not be liable in any event for any direct, actual, special, indirect, incidental or consequential damages or losses of any kind, nature or description whatsoever, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, suffered or incurred by the Organization or a third party as a result of the transfer, receipt, storage, transportation or use of Donated Goods, even if the other party is advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.

The Organization hereby fully releases and discharges Good360 from and waives any and all rights, claims, and actions that Organization may have or acquire against Good360 arising out of or in any way associated with Donated Goods, including,



without limitation, the condition, use, or consumption of Donated Goods. The Organization specifically intends to and does release, discharge and waive all such rights, claims, and actions against Good360, whether known or unknown, suspected or unsuspected, contingent or non-contingent, and without regard to the later discovery of other, additional, different, or currently unknown or unanticipated facts, including but not limited to facts at odds with those which the Parties now believe or anticipate to be true, and in that regard the Parties specifically waive any and all rights they may have under California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Storage of Donated Goods

The Organization understands and agrees that the Organization is solely responsible for the correct storage, transportation (after receipt by the Organization) and disposal of Donated Goods. The Organization shall store, transport and dispose of Donated Goods in accordance with the applicable manufacturer instructions and guidelines, all applicable laws, ordinances, and regulations relating to the storage, transportation and disposal of Donated Goods, and highest industry standards.

The Organization shall store Donated Goods, and distribute Donated Goods from, a business location.

Use of Donated Goods

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.

The Organization further agrees that Donated Goods will be used in a manner that complies with all applicable laws, ordinances, and regulations, including that they will not be used to further or with the intent to commit a terrorist act(s).

The Organization shall not transfer, sell, give or assign any Donated Goods to any other individual or entity (other than as permitted by the first paragraph of this "Use of Donated Goods" Section) or except as permitted by any Program in which you are an approved participant (as described below), including that the Organization shall not sell, trade, barter or otherwise transfer Donated Goods in exchange for money, property or services. Without limiting the generality of the foregoing:



The Organization shall not use Donated Goods for fundraisers, raffles, or auctions, and shall not sell, trade, barter or otherwise transfer Donated Goods in thrift stores, restores, retail stores, on websites, or at flea markets;

The Organization shall not use Donated Goods in conjunction with any fundraising activities;

The Organization shall not accept anything of value, including but not limited to voluntary, recommended or required cash "donations", in direct or indirect exchange for Donated Goods;

The Organization shall not give any Donated Goods to its volunteers, officers, directors, employees, or contractors, or permit any such person to take any Donated Goods, for personal use; and

The Organization shall not return any Donated Goods to the original donor or the original donor's retail store.

The Organization shall not, unless with Good360's prior written consent, ship or redistribute any Donated Goods to any location outside of the United States of America. For any Donated Goods that the Organization wishes to ship or redistribute to any location outside of the United States of America, the Organization must first obtain Good360's written approval for such shipment or redistribution of the specific Donated Goods, which may be granted or withheld in Good360's sole discretion. If you desire such an approval, please complete Good360's International Shipment Application as available on Good360's website.

Distribution Records

The Organization shall maintain accurate books and records of all Donated Goods documenting the distribution of Donated Goods and the purpose of such distribution. Your books and records shall include, but are not limited to, accurate records that reflect the total amounts received and distributed (or used) and outline the procedures the Organization uses to determine that the Donated Goods are used solely for the care of the ill, needy, or infants. The Organization shall keep such books and records for at least four (4) years after the end of the year of the receipt of such Donated Goods, or for such longer period as may be required by applicable federal, state, or local tax regulations.

Upon reasonable notice, the Organization shall promptly make such records available to Good360 or Good360's designee for inspection, audit, or copying upon Good360's request.

The Organization shall promptly provide adequate substantiation and records of the Organization's distribution of Donated Goods to the Internal Revenue Service and/or Good360 upon request.





In addition, the Organization shall comply with all of Good360's reporting and record keeping requirements for the Organization, as set forth in notices from Good360, including requirements related to IRC § 170(e)(3) and IRC regulations § 1.170A-4A(b)(2) and (3). Such reporting requirements include the provision of certain information in connection with the Organization's ordering and/or receiving Donated Goods. Good360 and the donor of the Donated Goods to Good360 may rely on the accuracy of information reported by the Organization and the Organization's records.

Non-Discrimination Policy

The Organization shall adhere to a nondiscrimination policy in accordance with applicable state and federal law.

Indemnification

The Organization shall indemnify and hold harmless Good360, its donors, its affiliates, and each of its respective officers, directors, employees, agents, counsels, successors, and assigns (collectively, "Indemnified Party") from and against any and all losses, costs, damages, expenses, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, liabilities, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Losses"), that are incurred by or claims against Indemnified Party, directly or indirectly, as a result of or in any way arising from: (i) any material breach by the Organization of the terms of this Agreement (or any agreement between the Organization and Good360 that relates to a Program); (ii) Donated Goods, including without limitation the selection, delivery, possession, use, operation, or return of Donated Goods, including, without limitation, Claims relating to the bodily injury or the death of any person. The Organization will reimburse any Indemnified Party for all Losses incurred by such Indemnified Party in connection with investigating, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation to which any Indemnified Party is a party. Such expenses shall be reimbursed on an as-incurred basis. The foregoing Agreement shall be in addition to any rights that any Indemnified Party may have at common law or otherwise including, but not limited to, any right to contribution. Each of the Parties shall give the other prompt written notice of any Claim of which it becomes aware.

Media/Communications

The Organization shall make no mention, orally or in writing, to the public, the media, or anyone else regarding Good360, its donation programs, or its donors in any manner or media without the express written consent of Good360. The Organization shall coordinate all Press Statements that mention Good360, its donation programs or its donors, through Good360's press office (press@good360.org), which will endeavor to respond within 48 business hours to any and all inquiries. Press statements include, but are not limited to: Press releases, Media advisories, Interviews, Blogs, Webcasts, Newsletters and other materials.

During the term of this Agreement and for a period of twelve (12) months immediately following the termination of this Agreement, the Organization shall not, either directly or indirectly, on its behalf or on behalf of other individuals or entities, solicit or attempt to solicit any entity who the Organization is aware or should be aware is a Good360 donor



for the donation of products of any kind without the express written consent of Good360.

Programs

Good360 currently makes available programs (each a "Program" and, collectively, "Programs"), described on Good360's website, under which Good360 members can obtain Donated Goods (in addition to ordering specific Donated Goods through Good360's website) or may be permitted to distribute Donated Goods to other nonprofit organizations that are Good360 members. Good360 reserves the right, in its sole discretion, to terminate or modify Programs and to add additional Programs. If the Organization wishes to participate in a Program, please follow the instructions for applying for the Program on Good360's website. Good360 may withhold approval of the Organization to participate in a Program for any reason, in Good360's sole discretion. Good360's approval of the Organization's application to participate in a Program is effective only as to such Program and only upon (i) Good360's issuance to the Organization of written notice of approval and (ii) the Organization's execution and delivery to Good360 of all documentation required by Good360 as a condition to participation in the Program. Unless you are a participant in a Program, this Agreement only permits the Organization to order specific Donated Goods through Good360's website.

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. The Distribution Records, Indemnification, Media/Communications and these Miscellaneous provisions shall survive any termination of this Agreement. 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 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 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 (or, if proposed by Good360, confirmed electronically by the Organization in the manner required by Good360). 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 and that it is aware that it may wish to consult a tax advisor with respect to IRC § 170(e)(3) and related IRC regulations.