



Master Donation Acceptance Agreement

This Good360 Master Donation Acceptance Agreement (this “Agreement”) is entered into by and between Good360, a Virginia corporation, and the Organization identified on the signature page hereto (the “Organization”) as of the date of the Organization’s signature below (the “Effective Date”). Good360 and the Organization may each be referred to herein as a “Party” and together as the “Parties.”

This Agreement governs the terms of Organization's membership in Good360's network, including Organization's eligibility to receive Donated Goods and participate in Good360 programs. Organization has applied for and been accepted as a member of Good360's network, subject to and contingent upon Organization’s good standing and compliance with this Agreement.

This Agreement also sets forth the terms and conditions that will govern the donation by Good360 to the Organization, and the transfer, delivery, receipt, storage, and use of items previously donated by corporate and other donors to Good360 (the “Donated Goods”).

This Agreement may be supplemented by separate written Program Management Agreement(s) (PMA) for donor-specific obligations, or other written agreements for specialized arrangements, each of which shall be made an integral part of this Agreement upon their reference to this Agreement, and execution by the Parties.

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

1. Construction & Mutual Understanding.

1.1 References to Good360 shall include its affiliates, directors, officers, employees, agents, representatives, contractors, and successors and assigns.

1.2 References to Organization shall include its affiliates, directors, officers, employees, agents, representatives, contractors, and successors and assigns.

1.3 References to this Agreement shall be read to include any other written agreements incorporated herein, including but not limited to any PMA(s) between the Parties.

1.4 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.



1.5 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.

1.6 By signing this Agreement and accepting Donated Goods, the Organization acknowledges that its representatives have fully read and understand this Agreement, including but not limited to the "as-is", no warranties, limitations of liability, waivers and releases, and indemnification provisions. The Organization has had the opportunity to review and understand these provisions before entering into this Agreement.

1.7 The individual signing on behalf of the Organization represents and warrants that they are duly authorized to enter into this Agreement on the Organization's behalf and to bind the Organization to the terms and conditions herein.

2. Requirements for Organization to Accept Donations

2.1 Representations and Warranties. The Organization represents and warrants that:

- 1) all documents and 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;
- 2) the Organization is a tax-exempt charitable organization as described in Internal Revenue Code ("IRC") § 501(c)(3) and classified as a public charity, not a private foundation under IRC §509(a);
- 3) the Organization is not subject to a revocation of tax-exempt status or other adverse tax determination from the Internal Revenue Service;
- 4) the Organization is an eligible recipient for purposes of the enhanced charitable deduction for qualified contributions of inventory and other property under IRC § 170(e)(3);
- 5) the Organization is not, and its officers, directors, trustees, or employees are 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;
- 6) neither the Organization nor any of its officers, directors, or key employees is a sanctioned or prohibited person or entity under applicable law or regulation; and
- 7) the Organization is not aware of any threatened or actual 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 notice 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 notice.

2.2 Ongoing Requirements. The Organization covenants to Good360 that:

- 1) Donated Goods are used in accordance with this Agreement; and
- 2) Organization shall conduct all activities in a manner consistent with the requirements applicable to organizations described in Section 501(c)(3) of the Internal Revenue Code; and
- 3) Throughout this Agreement the foregoing representations in Section 2.1 remain true. If for any reason Organization can no longer make such representation at any time, Organization shall notify Good360 promptly in writing and shall not accept any Donated Goods until notified by Good360 in writing.

3. Programs.

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 herein defined.

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). 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; (ii) the Organization's execution and delivery to Good360 of all documentation required by Good360 as a condition to participation in the Program; and (iii) execution of one or more PMA's by both Parties. Unless the Organization is a participant in a Program, this Agreement only permits the Organization to order specific Donated Goods through Good360's website.

4. Title and Transportation of Donated Goods & No Consideration.

4.1 Title. Legal title in and to Donated Goods shall be held by Good360 until the Organization takes physical possession of the Donated Goods. Upon delivery or pickup, title in and to Donated Goods shall transfer from Good360 to the Organization, subject to the terms and conditions of this Agreement. The Organization shall thereafter bear all responsibility for the handling, storage, transportation, distribution, and use of the Donated Goods in compliance with this Agreement.

4.2 Transportation. Donated Goods shall be delivered to or picked up by the Organization at a location approved by Good360 in advance, prior to taking possession. Regardless of the method of transfer of the Donated Goods, the Organization shall provide Good360 with the receiving address prior to taking possession of Donated Goods. The Organization understands that the Donated Goods may be regulated as hazardous materials by the U.S. Department of Transportation or may be subject to other shipping, handling, transport or other regulations or restrictions imposed on freight carriers or those otherwise transporting the Donated Goods.

Organization will comply with all such regulations and restrictions, including with respect to packaging, labeling, documentation and ship method constraints.

4.2 No Consideration. Good360 will not accept, and the Organization shall not provide to Good360, any goods, services, or anything of value in exchange for Donate Goods, except that Good360 may charge fees to reimburse administrative, warehousing, or other similar costs in accordance with Treasury Regulation §1.170A-4A(b)(3). Good360 may adjust administrative fees periodically to reflect increases in operational costs.

5. No Warranty & “AS-IS” Condition of Donated Goods.

The Organization understands and agrees that any Donated Goods the Organization may receive from Good360 are provided strictly in an “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. The Organization acknowledges it has not relied on any statement, description, or information from Good360 regarding the condition, safety, compliance, suitability, or performance of the Donated Goods.

6. 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. The Organization shall report to Good360 the address(es) of all locations where Donated Goods are received or stored. The Organization shall promptly notify Good360 in writing if any Donated Goods are unable to be used in accordance with the terms of this Agreement, including but not limited to, are compromised, damaged, or destroyed due to theft, vandalism, fire, natural disaster, or other similar event.

7. Use of Donated Goods.

7.1 Donated Goods shall solely be used to further a purpose or function constituting the basis for the Organization’s exemption under IRC § 501(c)(3) 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 tax 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 the physical, mental and emotional 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 upon receipt of Donated Goods and as covenanted in Section 2 of this Agreement.

7.2 Donated Goods shall 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 illegal acts, including but not limited to bribery or terrorist act(s).

7.3 The Organization shall not sell, trade, barter or otherwise transfer Donated Goods in exchange for anything of value, including but not limited to money, property, or services. Without limiting the generality of the foregoing:

- 1) Donated Goods shall not be used for fundraisers, fundraising activities, 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;
- 2) 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;
- 3) Donated Goods shall not be transferred to volunteers, officers, directors, employees, or contractors, or permit any such person to take any Donated Goods, for personal use; and
- 4) The Organization shall not return any Donated Goods to the original donor or the original donor’s retail store, or Good360, unless such return is expressly requested by Good360 in accordance with this Agreement.

8. Distribution of Donated Goods.

8.1 The Organization shall not distribute, transfer, give, or assign any Donated Goods to any individual or entity other than qualified end-user individual beneficiaries in accordance with this Agreement.

8.2 The Organization shall not transfer, distribute, or otherwise make available any Donated Goods, directly or indirectly, to or for the benefit of any person, entity, or country that is sanctioned, blocked, or otherwise prohibited from receiving such goods under applicable U.S. law, including any sanctions programs administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control or any applicable Executive Orders.

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

8.4 The Organization is solely responsible for:

- 1) inspecting and evaluating the Donated Goods before any use or distribution;

- 2) determining whether the Donated Goods are safe, suitable, and lawful for the Organization's use or distribution in accordance with this Agreement;
- 3) providing any required warnings, instructions, recalls, notices, or other consumer/recipient information;
- 4) complying with all applicable laws and regulations relating to storage, handling, transportation, distribution, and disposal; and
- 5) not distributing any Donated Goods that are recalled, adulterated, misbranded, unsafe, or otherwise noncompliant, as determined by the Organization in its reasonable judgment.

9. Record Keeping.

The Organization shall maintain accurate books and records of all Donated Goods documenting the receipt and distribution of Donated Goods and the purpose of each distribution. The Organization's books and records shall include, but are not limited to, accurate records that reflect by donation, 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 in accordance with this Agreement, and the fair market value and inventory treatment of Donated Goods in accordance with applicable accounting standards, including ASC 820 and ASC 958-330. Recordkeeping instructions with templates can be found here: [Good360 Knowledgebase](#). The Organization will provide Good360 quarterly reporting on Donated Goods in a mutually agreed upon format. Good360 reserves the right to require more frequent reporting at its discretion.

The Organization shall keep such books and records for seven (7) years after the end of the year of the receipt of such Donated Goods, or for such a longer period as may be required by applicable federal, state, or local tax regulations.

Upon reasonable notice, the Organization shall make available to Good360 or Good360's designee within 5 business days of such notice for inspection, audit, or copying:

- 1) all books, records, and documentation related to the receipt, storage, distribution, and use of Donated Goods; and
- 2) the Organization's physical premises where Donated Goods are stored or distributed, to verify compliance with this Agreement and applicable requirements under applicable law or regulation including but not limited to IRC [§ 170\(e\)\(3\)](#) and [§ 1.170A-4A](#).

Failure to comply may result in suspension or termination of this Agreement pursuant to Section 10 below.

The Organization shall promptly provide adequate substantiation and records of the Organization's receipt and 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 but not limited to requirements related to IRC § 170(e)(3) and IRC regulations § 1.170A-4A(b)(2) and (3). The Organization shall maintain current and accurate contact and address information in Good360's designated systems, including but not limited to primary business contacts, authorized representatives, and physical addresses where Donated Goods are received, stored, or distributed. The Organization shall update such information within ten (10) days of any change. 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.

The Organization shall complete and submit a Donation Acknowledgment Statement on a quarterly basis, no later than thirty (30) days after the close of each calendar quarter in which Donated Goods were received. This requirement applies to all Donated Goods received from Good360, regardless of program. The Donation Acknowledgment Statement will be provided to the Organization by Good360 via Good360's designated electronic platform and must be completed in accordance with the requirements of Treasury Regulation §1.170A-4A(b)(4)(i). The quarterly Donated Goods Received Report, available in the Good360 Knowledgebase, must be submitted together with the Donation Acknowledgment Statement.

10. Suspension and Termination.

Good360 reserves the right to immediately suspend or terminate this Agreement for any reason in Good360's sole discretion with written notice. Only Organizations in good standing under this Agreement are eligible to benefit from membership including but not limited to, receiving Donated Goods from Good360. Good360 may, at its sole discretion, require the Organization to return any remaining Donated Goods to Good360 at the Organization's expense, or transfer any remaining Donated Goods to another organization designated by Good360, at the Organization's expense. Good360 may require the Organization to remit to Good360 any funds or proceeds obtained as a result of misuse of Donated Goods in violation of this Agreement. Suspension or termination 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.

11. Non-Discrimination Policy.

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

12. Limitation on Good360's Liability & Release of Good360.

To the fullest extent permitted by law, Good360 shall not be liable for any damages, losses, or claims of any kind arising out of or related to this Agreement or the transfer, receipt, storage, handling, transportation, distribution, or use of the Donated Goods, whether asserted by the Organization or any partner, agent, recipient, beneficiary, or other third party, and whether arising in contract, tort (including negligence), strict liability, or otherwise, including any direct, indirect,

incidental, consequential, special, or punitive damages, even if advised of the possibility of such damages or if such damages were foreseeable.

The Organization hereby fully releases and discharges Good360 from, and waives any and all rights, claims, and causes of action that the Organization now has or may hereafter have against Good360 arising out of or related to this Agreement, including without limitation the condition, storage, handling, distribution, use, or consumption of the 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. The Organization specifically intends this is a full and final release.

If and to the extent California law applies, the Parties expressly **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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, WHICH IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13. Assumption of Risk.

The Organization assumes all risk of loss, damage, and injury arising from or relating to the Donated Goods from the time the Donated Goods are in the possession of the Organization.

The Organization understands and agrees that picking up, receiving, handling, storing, using, and/or distributing the Donated Goods may involve inherent risks that cannot be eliminated even with reasonable care. Subject to applicable law, the Organization assumes all risk of loss, damage, and injury arising out of or relating to the Donated Goods and the transfer from the time the Donated Goods are in the possession of the Organization.

14. Indemnification.

The Organization shall indemnify, defend, 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 and costs of investigation (collectively, "Losses"), that are incurred by or claims against Indemnified Party, directly or indirectly, as a result of or in any way arising from:

- 1) any breach by the Organization of the terms of this Agreement (or any agreement between the Organization and Good360 that relates to a Program); and

- 2) the selection, receipt, transportation, storage, distribution, handling, delivery, possession, use, operation, disposal, or return of Donated Goods, including, without limitation, claims relating to the bodily injury or the death of any person.

The Organization will promptly 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 Losses shall be reimbursed on an as-incurred basis.

The Organization shall not settle any claim in a manner that admits liability on the part of, or imposes any obligation on, any Indemnified Party without the prior written consent of the affected Indemnified Party.

The foregoing rights and obligations shall be in addition to, and not in limitation of, any rights that any Indemnified Party may have at law or equity, 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 related to this Agreement.

15. Enforcement Costs.

Under any circumstance where Good360 is required to enforce any provision of this Agreement or otherwise pursue any rights or remedies arising out of or relating to this Agreement, the Organization shall reimburse Good360 for all reasonable costs and expenses incurred by Good360 in connection with such enforcement, including reasonable attorneys' fees, court costs, and other reasonable expenses incurred at any time during the dispute resolution process. The foregoing provision shall not apply to the extent that no breach of this Agreement has been determined by a court of competent jurisdiction, or through a mutually agreed dispute resolution process.

16. 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 prior express written consent of an authorized representative of Good360. The Organization shall coordinate all Press Statements that mention Good360, its donation programs or its donors, through Good360's media team (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.

17. Intellectual Property.

All Good360 intellectual property existing prior to, or developed outside of this Agreement, including but not limited to trademarks, service marks, trade names, logos, designs, copyrighted materials, proprietary systems, and methodologies (collectively, "Good360 IP"), shall remain the property of Good360. Nothing in this Agreement grants the Organization any right, title, interest, or license in or to any Good360 IP.

The Organization shall not use the name, logo, trademark, or branding of any Good360 donor without the prior written consent of Good360. Requests for such consent should be submitted to Good360 at press@good360.org. This restriction applies regardless of how the Organization became aware of the donor's identity or relationship with Good360.

The Organization shall not use Good360's IP in any manner, including but not limited to marketing materials, websites, social media, signage, or public communications, without the prior written consent of Good360. Any permitted use must comply with Good360's Brand Guidelines, as may be provided and updated by Good360 from time to time. Good360 reserves the right to revoke consent for any use of Good360 IP at any time and for any reason upon written notice to the Organization, and the Organization shall promptly cease such use upon receipt of such notice. Upon termination of this Agreement, the Organization shall immediately cease all use of Good360 IP and remove it from all materials within its control.

In the event marketing assets, storytelling content, or other promotional materials are developed by Organization relating to the Donated Goods ("Marketing Materials"), Organization hereby grants Good360 a worldwide, irrevocable, non-exclusive, royalty-free, transferrable and sublicensable right and license to use, modify, and disclose Marketing Materials.

18. Confidential Information.

18.1 "Confidential Information" means any non-public information disclosed by or on behalf of Good360 or its donors to the Organization in connection with this Agreement, whether disclosed orally, in writing, electronically, or by any other means, including but not limited to:

- 1) donor identity, contact information, product information, fee information, branding, and logistics data;
- 2) personally identifiable information of any individual, including names, addresses, phone numbers, email addresses, and any other information that could reasonably be used to identify an individual;
- 3) Good360's business operations, processes, systems, donor and partner lists, strategic plans, and financial information; and
- 4) any information designated as confidential by Good360 or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

18.2 Confidential Information does not include information that:

- 1) is or becomes publicly available through no fault of the Organization;
- 2) was lawfully in the Organization's possession prior to disclosure by Good360 without restriction on disclosure;
- 3) is independently developed by the Organization without use of or reference to Confidential Information; or

- 4) is required to be disclosed by law, regulation, or court order, provided that the Organization gives Good360 prompt written notice of such requirement and cooperates with any effort by Good360 to obtain a protective order or other appropriate remedy.

18.3 The Organization shall:

- 1) use Confidential Information solely for the purpose of performing its obligations under this Agreement,
- 2) not disclose Confidential Information to any third party without the prior written consent of Good360,
- 3) limit access to Confidential Information to those of the Organization's officers, employees, and volunteers who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those set forth herein, and
- 4) implement reasonable administrative, technical, and physical safeguards to protect Confidential Information from unauthorized access, use, or disclosure.

The Organization shall not input, upload, or otherwise make available any Confidential Information to any artificial intelligence system, machine learning model, large language model, or similar automated processing tool, whether hosted by a third party or operated internally, without the prior written consent of Good360. Certain donors may impose additional restrictions on the use of their data, which Good360 will communicate to the Organization as applicable.

All Confidential Information remains the sole property of Good360 or its donors, as applicable. Nothing in this Agreement grants the Organization any license, right, title, or interest in or to any Confidential Information, except the limited right to use such information in accordance with this Section. The Organization shall promptly notify Good360 in writing of any actual or suspected unauthorized access, use, disclosure, or loss of Confidential Information, and shall cooperate fully with Good360 in investigating and remediating any such incident. Upon termination of this Agreement or upon Good360's written request, the Organization shall promptly return or destroy all Confidential Information in its possession, including any copies, and shall certify in writing that it has done so. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

19. Data Privacy.

19.1 With the exception of Marketing Materials, no personally identifiable information shall be disclosed to Good360 without a separate written agreement. Organization shall ensure it maintains rights and permissions for Good360 use and publish Marketing Materials.

19.2 The Organization shall comply with all applicable federal, state, and local laws and regulations relating to the collection, use, storage, and disclosure of personally identifiable information in connection with its activities under this Agreement.

20. Non-Solicitation of Donors.

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, contributions or any other form of support without the prior express written consent of Good360.

21. Jurisdiction and Governing Law.

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.

22. Survival.

The following provisions shall survive any termination of this Agreement: Section 6 Storage of Donated Goods, Section 7 Use of Donated Goods, Section 8 Distribution of Donated Goods, Section 9 Recordkeeping, Section 10 Dispute Resolution, Section 12 Limitation on Liability, Section 13 Assumption of Risk, Section 14 Indemnification, Section 15 Enforcement Section 16 Media/Communications, Section 17 Intellectual Property, Section 18, Confidential Information, Section 19 Data Privacy, Section 21 Jurisdiction and Governing Law.

23. Binding Effect.

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).

24. Entire Agreement.

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.

25. Severability.

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.

26. Amendment.

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).

27. Independent Relationship.

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between Good360 and the Organization. Neither party has the authority to bind, obligate, or represent the other in any manner without the other party's prior written consent.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Good360

Signature:

Name:

Title:

Date:

[Organization]

Signature:

Name:

Title:

Date: