



#### OVERVIEW:

Simple Generosity manages fund distribution for a variety of corporate and individual donors (including The DailyKarma Foundation, a Donor-advised Fund powered by Simple Generosity, and Target Circle, a program of the Target Corporation). We negotiate with companies large and small to generate new funding for important causes, money that would often be otherwise spent on marketing, advertising, loyalty programs, etc., rather than on doing good. Simple Generosity manages fundraising compliance and makes grants (nearly \$30 million thus far) to thousands (actually 10,870 to date) charitable causes.

#### OPPORTUNITY:

As a partner with Simple Generosity, your organization will be eligible to receive funds that might not otherwise be available to you. The Staff of Simple Generosity seek out charitable organizations that will be meaningful to our clients and are looking for opportunities to fund operations such as yours. There is no charge to you for these services.

#### FUND DISTRIBUTION AND REPORTING:

Simple Generosity aims to make this as easy and simple for your organization as possible. By opting in and being approved for this program, you will receive:

1. Funds directed to your organization from Simple Generosity no later than 45 days after funds are given or claimed on your behalf.
2. Written accounting reports on demand reflecting all the details of the particular transactions benefiting your organization to provide complete transparency and legal compliance.

#### NEXT STEPS:

1. Review and approve the terms of the Beneficiary Agreement in Section Two of this form.
2. Obtain two "live" (non electronic) signatures from employees, officers, or trustees of your charity.
3. Electronically scan the form and send via email to [partners@simplegenerosity.org](mailto:partners@simplegenerosity.org)

#### CONTACT:

If you have any questions about the onboarding process, please contact [partners@simplegenerosity.org](mailto:partners@simplegenerosity.org) and we will get in touch with you.

Thank you!

## Beneficiary Agreement

**Instructions:** Please review the following Agreement. If you agree please enter the names and titles of two officers of the charity and have them hand sign this document (not all States accept electronic signatures). Then scan and email the document to [partners@simplegenerosity.org](mailto:partners@simplegenerosity.org) along with the Beneficiary Information Sheet.

This Agreement is made as of the Effective Date by and between Simple Generosity, a public 501(c)(3) nonprofit foundation headquartered in Charleston, SC (mailing address: P.O. Box 476, Charleston, SC 29402 email address: [partners@simplegenerosity.org](mailto:partners@simplegenerosity.org)) and the Charity to set forth the terms and conditions under which Simple Generosity and its affiliates will promote charitable giving by using the Intellectual Property (“IP”) of Charity.

### 1. The Agreement

Charity grants to Simple Generosity and its affiliates a limited, non-exclusive license to use Charity IP and the Charity website link solely in connection with efforts by Simple Generosity and its affiliates to raise funds for a Donor-advised Fund established by the clients of Simple Generosity. Simple Generosity and/or its affiliates must obtain prior written approval from Charity of all promotional copy and content not currently available publicly on Charity’s website or in [www.guidestar.org](http://www.guidestar.org) profiles before dissemination or publication. Simple Generosity shall not modify Charity IP in any way. Charity reserves all rights not expressly granted herein.

### 2. Indemnification

Each party will indemnify, defend, and hold harmless the other party and its affiliates from and against any third-party claims and liabilities arising out of or in connection with this Agreement. Each party will give the other prompt notice of any such claim. This Section shall survive the expiration or termination of this Agreement.

### 3. Compliance

Each party will comply, at its own expense, with all applicable requirements imposed on it by law or regulation as a result of its role in the fundraising efforts of Simple Generosity, including any obligation to register or take other actions under state law as a charity. Each party agrees to reasonably cooperate in supplying information and performing activities as may be requested by the other party to comply with its charitable solicitation responsibilities. This Agreement is cancelable by either party at any time through written notice to the signatories to this Agreement. Charity IP will be removed from any and all websites used by Simple Generosity and/or its affiliates within 3 business days upon cancellation of this agreement.

Simple Generosity certifies that: (i) it is in compliance with all U.S. economic sanctions, anti-terrorism laws, and anti-money laundering laws, including the USA PATRIOT Act, laws administered by the United States Treasury Department’s Office of Foreign Assets Control, Executive Order 13224, and any local laws that apply in the jurisdiction in which it operates; (ii) it has assessed and complied with regulatory requirements for charitable solicitation, including without limitation registration and reporting requirements, as may be required of it by states in which the charitable solicitations are conducted.

#### 4. Reporting

Simple Generosity, upon request, will provide detailed reports on donations received and grants made within 15 days to any benefiting Charity.

#### 5. Term and Termination

This Agreement shall begin on the Effective Date and continue unless, at its option, Charity or Simple Generosity terminates this Agreement with a written notice to the signatories of this Agreement.

#### 6. Notices

All notices and other communications required or permitted shall be in writing and delivered to the US Postal or email addresses set forth in this Agreement. Notice shall be effective when received.

#### 7. Miscellaneous

This Agreement constitutes the entire Agreement and understanding between the parties with regard to the subject matter hereof and no amendment, modification, or waiver of any of the terms or conditions herein shall be valid unless in writing signed by both parties. The terms of this Agreement, and any dispute relating hereto, will be governed by the internal laws of the State of South Carolina.

#### 8. Relationship of Parties

Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation, or expense on behalf of the other.

## Charity Responsibilities

The U.S. Internal Revenue Service requires that funds distributed from donor-advised funds can only support organizations that are in full compliance with all IRS laws and regulations, as well as local and state rules and regulations. In general, this requires that Charity is a registered 501(c)(3) organization in good standing, but please reach out to [partners@simplegenerosity.org](mailto:partners@simplegenerosity.org) if you have any questions about your eligibility.

## Signatures

BY COMPLETING THE SECTION BELOW AND RETURNING IT AS AN ELECTRONIC FILE TO SIMPLE GENEROSITY, THE CHARITY SIGNIFIES ITS ASSENT TO THE TERMS STATED ABOVE. SIMPLE GENEROSITY WILL ACKNOWLEDGE RECEIPT AND ITS ASSENT BY RETURNING THE COMPLETED DOCUMENT VIA AN ELECTRONIC MESSAGE. THE PARTIES AGREE THAT AN ELECTRONIC VERSION OF THIS AGREEMENT, FULLY EXECUTED, SHALL SUFFICE AS THE LEGAL DOCUMENT EVIDENCING THE AGREEMENT.

Charity Name	
Name of Authorizing Person 1	
Title of Authorizing Person 1	
Signature of Authorizing Person 1	
Charity Name	
Name of Authorizing Person 2	
Title of Authorizing Person 2	
Signature of Authorizing Person 2	
Effective Date of Agreement	

