

Anondo Fund
DONOR ADVISED FUND TERMS OF USE

You are hereby agreeing to these Donor Advised Fund Terms of Use (the “Agreement”), as they may be amended, which are entered into by and between Anondo Fund, Inc., a Delaware non-stock 501(c)(3) corporation (the “Sponsoring Organization” or “Anondo”), and you, the Donor (Anondo and the Donor together are referred to in this Agreement as the “Parties”). The Agreement shall be considered executed and accepted on the earlier of the date on which Donor affirmatively indicates his or her acceptance of all of the terms and conditions of the Agreement, via website or mobile application, or the creation and funding of an Anondo Charitable Giving Fund (defined below).

BACKGROUND

Anondo is organized and operated exclusively for charitable purposes in accordance with Internal Revenue Code (“IRC”) Section 501(c)(3). More specifically, the Corporation seeks to provide financial and material support for philanthropic causes and increase public altruism without public laudation.

Anondo shall own and operate the Charitable Giving Fund (the “Fund”) created under this Agreement, which is a donor advised fund as defined by IRC § 4966(d)(2).

The Fund shall be titled as indicated in the appropriate registration field and represented as such on Anondo’s books and records and is held at Anondo’s financial institutions.

Donor wishes to establish the Fund, with the full knowledge that funds provided to Anondo will be under Anondo’s sole legal and actual ownership and control.

Donor will have non-binding, advisory privileges concerning distributions from the Fund.

This Agreement is intended to comply with all aspects of the IRC and accompanying regulations concerning donor advised funds. Any provision of this Agreement not in compliance with such law will be invalid. Accordingly, Anondo may unilaterally amend this Agreement from time to time to comply with the IRC and accompanying regulations, or for any other reason it deems appropriate. Thus, Donor should review this Agreement each time it makes a contribution.

In consideration of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS

1 DONOR CONTRIBUTIONS

1.1 Method of Contribution

Donor may make contributions to the Fund immediately upon the acceptance of this Agreement and the creation of the Fund. Donor shall make any such contributions electronically via the internet or any other means provided by Anondo at the time. All such contributions irrevocably become part of the Fund’s assets (the “Fund Assets”). All Donor contributions shall be transferred to Anondo, but they may be processed, at Anondo’s sole discretion, by an agent.

- a.) Stock Donations: We allow individuals to donate stock (“Stock Gifts”) to support their favorite charitable causes. All Stock Gifts donated through the Silent Donor Platform are

legally received by the Anondo Fund (EIN: 87-0879423), a 501(c)(3) tax-exempt charity, to provide users the ability to support various charitable organizations by facilitating the receipt and processing of Stock Gifts through the Platform. Anondo Fund Inc. has exclusive control over and ownership of any Stock Gifts, and all Stock Gifts are final and nonrefundable. Accordingly, the Anondo Fund will issue a donation receipt to the donor of each Stock Gift (each, a “Donor”) and make any filings required by the IRS for recipients of charitable donations.

Under applicable U.S. federal tax law, donations of stock are considered donations of property. Stock Gifts to Anondo Fund are generally tax-deductible for U.S. donors. Silent Donor and Anondo Fund Inc cannot provide any tax or legal advice. Please consult your own tax advisor regarding any questions relating to the tax-deductibility of your Stock Gift.

Anondo Fund automatically liquidates Stock Gifts on an appropriate exchange market, as determined by Anondo Fund in its sole discretion, for U.S. dollars. If you are using the Platform to make a Stock Gift, you will be deemed to have recommended that Anondo Fund make a grant to the organization that you selected or that is pre-selected on the website or application you used to access the Platform (“Designated Charity”) in an amount equal to the net proceeds of your Stock Gift. Subject to a Designated Charity’s satisfaction of the Eligibility Requirements (described below), Anondo Fund will make a grant of the net proceeds of liquidated Stock Gifts (“Grants”) to the Designated Charity. The “net proceeds” of liquidated Stock Gifts are equal to the gross proceeds of the liquidated Stock Gift minus exchange fees, licensing fees and processing fees of up to 5% of the gross dollar proceeds of each liquidated Stock Gift (collectively, “Transaction Fees”). These distributions are made by Anondo Fund once per month pursuant to the procedures outlined below.

In order for an organization to receive Grants from Anondo Fund, the organization will need to meet the following eligibility requirements: (i) be recognized by the IRS as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code; (ii) be classified as a public charity under Section 509(a)(1) or 509(a)(2) of the Internal Revenue Code; (iii) be in good standing with applicable state and federal regulatory authorities; (iv) not engage in money laundering or other illegal activities; and (v) not be named on the U.S. Office of Foreign Assets Control watch list (the “Eligibility Requirements”). Anondo Fund reserves the right to modify the Eligibility Requirements at any time.

While Anondo Fund will make every effort to respect donors’ preferences, Anondo Fund retains exclusive control over all donations made to Anondo Fund. If a Designated Charity fails to satisfy all of the above Eligibility Requirements, Donations that donors requested be made to an ineligible organization will be made to an alternative nonprofit organization that does satisfy the Eligibility Requirements. The selection of such alternative organizations will be made at Anondo Fund’s sole discretion, but Anondo Fund will strive to select organizations by whom gifts will be put to the highest value charitable use.

No solicitation or endorsement. The Platform provides many examples of Designated Charities to which you can request that your Stock Gifts go to support via a grant of the net proceeds of the Stock Gift. In some cases, we may also display an organization’s logos or provide additional information about that philanthropic organization, apart from the aggregated list. Be advised that the listing or display of a philanthropic/charitable organization on the Platform does not constitute a solicitation of donations; Anondo Fund does not engage in any solicitation activities on behalf of, or endorse, any of the philanthropic organizations that may be included on the Platform, nor does it consult on the solicitation of contributions, on behalf of any organization that may be included on the Platform.

The list of philanthropic/charitable organizations displayed on the Platform is provided as a convenience to you, and is not intended to constitute advice, endorsement or recommendations of any kind, and you assume the sole and complete responsibility to assess, review and verify the suitability of any Designated Charity that you select.

1.2 Confirmation

After each Donor contribution is processed, Donor will usually immediately receive confirmation of its Donor contribution electronically, or, at the latest, on or before January 31 of the following year. To the extent that Donor will itemize charitable deductions, since the Internal Revenue Service requires taxpayers to substantiate charitable deductions they claim, Donor should keep such confirmations with tax records for the year in which contributions are made.

2 CONTROL OF FUND AND FUND ASSETS

2.1 Ownership and Management by Anondo

Anondo shall own and control the Fund and all Fund Assets. Anondo shall have all power and authority to manage the Fund Assets in accordance with the purposes of the Fund, as described elsewhere herein.

2.2 No Control by Donor

If used herein or in any other materials related to the Fund, any reference to “Donor’s Fund” shall be merely for identification purposes regarding its creation and recommendation privileges and shall not indicate any ownership over the Fund by the Donor.

3 DISTRIBUTIONS

3.1 Distributions to §501(c)(3) Organizations

Fund Assets shall be distributed by Anondo, at its sole discretion, to exempt organizations under IRC § 501(c)(3) that are organized and operated exclusively for exempt purposes within the meaning of IRC § 170(c)(2)(B) (the “Distributions”). Notwithstanding the foregoing, private foundations, individuals, and disqualified supporting organizations are not considered eligible to receive Distributions.

3.2 No Distributions to Donor; Other Prohibited Uses

Donors shall not be entitled, at any time, to any Distributions from the Fund, including income, interest, or principal. No Distributions from the Fund shall be used to discharge or satisfy a charitable pledge or obligation of any person, or to pay for goods or services of value received by Donor, by any spouse or relative of Donor, or by other individuals related to Anondo.

3.3 Effect of Distributions

Once a Distribution is made by Anondo, the funds constituting the Distribution shall no longer be subject to the rules, regulations, policies, or control of Anondo. Anondo makes no representations or warranties regarding such funds, once they are no longer under its control.

4 DONOR RECOMMENDATIONS

Anondo is a not-for-profit corporation, organized and operated exclusively for tax-exempt purposes

set forth in IRC Section 501(c)(3). Donors may donate directly to Anondo, and Anondo's independent board identifies specific projects to advance particular charitable goals, and distributes the funds to eligible organizations that are best positioned to accomplish the charitable objectives. Such recipients are selected at the discretion of Anondo.

4.1 Advisory Privileges

Donor shall be entitled to make non-binding and non-compulsory recommendations regarding Distributions. Anondo ordinarily endeavors to honor recommendations regarding Distributions to eligible public charities, unless it has reason to believe that such recommendations, if followed, might be contrary to IRS regulations or other applicable law. For example, a Distribution shall not unlawfully benefit Donor or another individual, and it shall not be part of a conduit to some other ineligible recipient.

Anondo shall be entitled to disregard any recommendation made by Donor, to retain all or some of such funds rather than approving a Distribution, and/or to distribute all or some of the Fund to a different charitable organization than the one that Donor recommends. Donor understands that, in accordance with IRS requirements, any recommendation shall be advisory only, shall not be binding upon Anondo, and shall not be the sole criteria used by Anondo in determining whether or not to make a Distribution.

4.2 Method of Recommendation

Donor must make any recommendations regarding Distributions at the time of making any contribution to the Fund. Donor shall clearly indicate the amount to be distributed and the charitable organization that should receive the Distribution. Donors will not be able to make any contributions to the Fund without simultaneously stating their recommendations regarding Distribution of such contributions.

4.3 Contributions without Recommendations

Should Anondo inadvertently receive contributions without an accompanying recommendation, such contributions will be treated as donations directly to Anondo for its direct operating costs and charitable activities, rather than as contributions to the Fund.

4.4 Evaluating Recommendations

Anondo may evaluate Donor recommendations according to the interests of Anondo in fulfilling its IRC § 501(c)(3) purpose. This includes, but is not limited to, ensuring that the recipients of Distribution have purposes provided by IRC 170(c)(2)(B), that any Distribution complies with Anondo's policies and guidelines relating to the operation of its Fund, and that the charitable recipient is in compliance with the IRC and other applicable laws.

5 MAINTAINING THE FUND

5.1 Establishment

The Fund will be established upon Donor agreeing to the terms as stated herein, providing the information requested in order to establish the fund, and making Donor's first contribution to the Fund.

5.2 Maintenance

In the event that the Donor's initial recommendation regarding Distributions made under Section 4.2 above is not followed by Anondo for reasons including a disqualified recipient, Donor must make an alternative recommendation within twelve (12) months of the time making such contribution. If twelve (12) months pass without such alternative Donor recommendation regarding Distributions, then Anondo will close the Fund and distribute any remaining Fund Assets in accordance with Section 4.3 above. If the Fund is closed, this Agreement is automatically terminated, and the Donor no longer has recommendation privileges.

5.3 Administrative Fees

Anondo does not charge any fee for its administration and management of the Fund, but outside vendor platform fees and payment processing fees may apply. Notwithstanding the foregoing, in the event Donor makes a contribution by credit card payment and subsequently cancels the payment, Donor shall promptly pay in full any and all fees charged to Anondo by a third party in connection with the cancelation of such Donor contribution, including, but not limited to, fees or charges charged by a bank, credit card company, or other similar third party.

6 TERM AND TERMINATION

6.1 Term

This Agreement shall remain in effect until or unless terminated by either Party in accordance with Section 6.2.

6.2 Termination

Anondo may terminate this Agreement, with or without cause, at any time upon written notice to Donor. Donor may terminate this Agreement by notifying Anondo in writing that Donor will not make any further contributions to the Fund and relinquishes the right to make any further Distribution recommendations. Additionally, this Agreement will automatically terminate due to lack of Fund activity as described above.

7 CLAIMS, LIABILITY, AND DISPUTE RESOLUTION

7.1 Indemnification

Donor shall indemnify and hold Anondo harmless relating to any claims, causes of action, suits, losses, damages, costs, and expenses (including, without any limitation, all reasonable attorney fees) caused by or in connection with Donor's breach of this Agreement or gross negligence or willful misconduct.

7.2 Limitation of Liability

IN NO EVENT SHALL ANONDO BE LIABLE FOR ANY AMOUNT OF INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES, WHETHER BASED ON LOST REVENUE OR OTHERWISE, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

7.3 General Waiver of Claims

DONOR HEREBY IRREVOCABLY WAIVES ANY CLAIM AGAINST SPONSORING ORGANIZATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BASED ON ANY USE, MANAGEMENT, INVESTMENT, OR DISTRIBUTION OF DONOR CONTRIBUTIONS AND FUND ASSETS, WHICH ASSETS DONOR UNDERSTANDS NO LONGER BELONG TO DONOR

ONCE A CONTRIBUTION HAS BEEN COMPLETED.

7.4 Arbitration

In the event of any dispute between the Parties arising out of this Agreement or the operation of the Fund, the Parties agree to submit all such claims, disputes, or controversies to binding arbitration administered by the American Arbitration Association or by any other nationally recognized arbitration provider chosen by Anondo. This shall be the sole legal remedy for any controversy or claim arising out of this Agreement or the operation of the Fund. No Party shall bring any dispute under this Agreement to any court of law or chancery except to enforce an arbitration decision.

8 MISCELLANEOUS

8.1 Severability

If any part of this Agreement is held invalid, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect.

8.2 Assignment

Anondo may freely delegate duties and assign rights under this Agreement, including but not limited to reorganizing under a different charitable entity exempt under IRC § 501(c)(3). Donor may not delegate any duties or assign any rights under this Agreement.

Amendment

Anondo reserves the right, at Anondo's sole discretion, to change, modify, or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the reasonable publication thereof.

8.3 No Waiver

No failure or delay by either Party in exercising any right, power, or remedy shall operate as a waiver of such right, power, or remedy.

8.4 Governing Law

This Agreement shall be deemed to have been executed and delivered in the State of Delaware, and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by and construed in accordance with the laws of the State of Delaware.

8.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written communication between the Parties, their affiliates, or agents.