

Thursday, August 21, 2014

## VOLUNTEER AND EXECUTIVE TRAINEE COLLECTIONS AGREEMENT

[Insert name of individual, group and/or business]:  
[Insert contact person's name of group or business]:  
[Insert address]:  
[Insert City, State, Zip]:  
[Insert phone number]:  
[Insert e-mail address of contact person]:

Dear [Insert name]:

Thank you for your interest in collecting donations to either benefit WHOmentors.com, Inc. directly from [insert potential donors, e.g., customers, patrons, guests, listeners, etc.] of [insert name of business/group] ("Donors") or as a restricted donation (as defined by FASB 116) to a nonexempt organization under 501(c)(3) fiscal sponsorship. Your donations will fund the [insert specific relief effort, local chapter, etc. of WHOmentors.com, Inc.]. We appreciate your desire to support WHOmentors.com, Inc. This letter serves as an agreement between [insert name of business/group or individual] (hereinafter referred to as "you" or "your") and WHOmentors.com, Inc. ("501(c)(3) Fiscal Sponsor") for the purpose of setting forth the terms and conditions of our relationship with respect to the fundraising program described below. Executive trainees are defined by Title 29 Code of Federal Regulations (CFR) §541.705 and the training relationship is governed by the criteria established by the U.S. Supreme Court decision in WALLING V. PORTLAND TERMINAL CO., 330 U. S. 148, and any applicable State law.

1. From the date of your signature below until \_\_\_\_\_ ("Term"), you agree to "Do what you like to Do,") meaning you will coordinate, operate and manage an activity from the pre-defined list developed by National Taxonomy of Exempt Entities, based on your availability and at a profit so the 501(c)(3) Fiscal Sponsor can apply the profit to any activity in which you as a volunteer and/or an executive trainee may lawfully engage. This includes providing Donors the opportunity to donate money or in-kind contributions with no-cash value ("Donations"). Using iOS and Android enabled devices, you agree to collect Donations from Donors using services such as evenbrite.com, mogotix.com, square.com, PayPal Here, Facebook.com Project Pages, Eventbrite.com or any appropriate technology platform or third-party service and forward one hundred percent (100%) of any cash Donations received to the control of the 501(c)(3) Fiscal Sponsor, and in all events will forward to 501(c)(3) Fiscal Sponsor a minimum of \$\_\_\_\_\_ or NOT APPLICABLE. All Donations (cash and non-cash) in any form become the property of the 501(c)(3) Fiscal Sponsor irrevocably dedicated to the exempt purposes of the 501(c)(3) Fiscal Sponsor. These items are not reserved for private use or personal gain. You agree to combine all Donations not collected electronically during the project period and, within 24 hours (1) day after a fundraiser ends, transmit the Donations by check, PayPal or other electronic deposit and in one lump sum to the following address:

WHOmentors.com, Inc.  
101A Clay Street, Suite 250  
San Francisco, CA 94111

2. Two Options: All legally classified volunteers must either advance their own personal funds for the operation of the activity (Rockefeller v. Commissioner) or conduct legally authorized solicitations and/or sales solicitations for charitable purposes (CA Business and Professions Code 17510.2(a) and (b)) aka fundraising. Unless further restricted by your state's labor code, pursuant to Title 29 Code of Federal Regulations (CFR) §553.106(a), volunteers may be paid expenses, reasonable benefits, a nominal fee, or any combination thereof, for their service without losing their status as volunteers. Orientation/Adjust Period: The 501(c)(3) Fiscal Sponsor reserves the right to offer any reimbursement incentives or advance payments for legitimate financial transactions after a minimum of two weeks to permit volunteer and/or an executive trainee to accumulate working to cover general operating expenses. Unreimbursed expenses the

volunteer and/or executive trainee incurs to provide the volunteer time may be deductible. You agree to make use of any and all available free resources before requesting the 501(c)(3) Fiscal Sponsor to pay all costs associated with collecting and transmitting to 501(c)(3) Fiscal Sponsor the Donations. You agree not to incur any debt in the name of the 501(c)(3) Fiscal Sponsor nor use any personal funds, unless specifically requested and/or authorized for reimbursement, to pay all costs associated with developing and printing promotional and marketing material for the fundraising program authorized hereunder ("Materials"), and you further agree that you will designate the beneficiary of the fundraising program as "WHOMentors.com, Inc." Significant taxpayers volunteering with the 501(c)(3) may advance their personal funds to the control of the 501(c)(3) Fiscal Sponsor to qualify the contribution as a legitimate tax deduction. Wherever and whenever possible, volunteer service grants and employer matching gifts will be maximized. Unless you are informed to the contrary, you agree that before you use, publish, disseminate or display the Materials, you will obtain written approval of the Materials by an authorized representative of the 501(c)(3) Fiscal Sponsor. You agree to include the following disclaimer on all Materials: "WHOMentors.com, Inc.'s name or any service mark or brand reference is used with its permission, which in no way constitutes an endorsement, express or implied, of any product, service, company, individual or political position." You also agree to include the following contact information on all Materials: "For more information about WHOMentors.com, Inc., SMS text WHOMENTORS DOT COM to 50500 to obtain contact information or email [Rauhmel@WHOMentors.com](mailto:Rauhmel@WHOMentors.com)."

3. The 501(c)(3) Fiscal Sponsor may, upon a one (1) day prior notice to you, inspect and audit any financial records and bookkeeping with respect to all funds collected under this Letter Agreement that were not provided immediately after the conclusion of a fundraiser activity.

4. TO ENSURE THE FISCAL SPONSOR MAINTAINS CONTROL AND DISCRETION, YOU REPRESENT AND WARRANT THAT YOU WILL FORWARD TO THE 501(c)(3) FISCAL SPONSOR ONE HUNDRED PERCENT (100%) OF THE DONATIONS. You shall indemnify, defend and hold the 501(c)(3) Fiscal Sponsor harmless, including its authorized projects, and its directors, officers, employees, agents and volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating in any way to your business and the fundraising activities authorized hereunder.

5. You agree to comply with all federal, state and local charitable solicitation statutes, regulations and ordinances that affect or apply to you and the fundraising activities authorized hereunder.

6. If it is reasonable and customary for the Donors to expect an acknowledgement of their Donations collected under the fundraising activities authorized hereunder, you will either (i) provide to each individual Donor written documentation that acknowledges the Donor's contribution, or (ii) provide individual Donor and donation information (including, Donor name, address and amount of contribution) to the 501(c)(3) Fiscal Sponsor for the purpose of Donor acknowledgement. For each contribution of \$250.00 or more by an individual Donor, you agree, after approval, to (i) provide to such individual Donor written documentation in the name of the 501(c)(3) Fiscal Sponsor that acknowledges the Donor's contribution, or (ii) provide individual Donor and donation information (including, Donor name, address and amount of contribution) to 501(c)(3) Fiscal Sponsor for the purpose of Donor acknowledgement.

7. You agree that any tax credit accrues to the original donor and not to you as a third party conveyor of the donation.

8. You agree that you shall not assign, subcontract or in any way transfer any of the obligations, duties or responsibilities under this Letter Agreement without the prior written permission of the 501(c)(3) Fiscal Sponsor.

9. Either party to this Letter Agreement may terminate this Letter Agreement at its convenience. In the event of termination, all funds collected subject to this Letter Agreement must be remitted as specified above.

10. This Letter Agreement, any corporation policies, and any applicable IRS Revenue Rulings, constitute the entire agreement and understanding between you and the 501(c)(3) Fiscal Sponsor with regard to the subject matter hereof and

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no amendment, modification or waiver of any of the terms or conditions herein shall be valid unless in a writing signed by both you and an authorized representative of 501(c)(3) Fiscal Sponsor.

11. For 501(c)(3) fiscal sponsorship of a nonexempt entity in accordance with Rev. Rul. 68-489, 1968-2 C.B. 210, funds will be distributed according to a separately negotiated agreement and will also follow any and all applicable U.S. banking laws or corporate financial policies regarding deposits and availability of funds.

12. This collections agreement should not be used by a Commercial Fundraiser, a person or corporation paid by WHOmentors.com, Inc. to raise money on the entity's behalf. A separately negotiated contract is required for WHOmentors.com, Inc. to pay the for-profit business either a flat fee or to authorize a percentage of the donations collected in the name of WHOmentors.com Inc.

Once again, we thank you for your commitment to collect donations to underwrite activities that accomplish the 501(c)(3) purposes of WHOmentors.com, Inc. To demonstrate your agreement to the terms and conditions of this Letter Agreement, please sign below as indicated and return the signed copy to me.

Very truly yours,

\_\_\_\_\_  
On behalf of WHOmentors.com, Inc.  
Rauhmel Fox, CEO

I AGREE TO THE TERMS AND CONDITIONS OF THIS LETTER AGREEMENT AND ANY APPLICABLE CORPORATE POLICIES AND APPLICABLE IRS REVENUE RULINGS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
NTEE-CC Activity Code(s)

\_\_\_\_\_  
Date

110 Pacific Avenue, Suite 250, San Francisco, California 94111-1900 • SMS text WHOMENTORS to 50500 • fax: 415.982.0234