

SmileAssociate™

DONATION & FUNDRAISING AGREEMENT

This Donation & Fundraising Agreement (“Agreement”) is entered into by and between **SmileAssociate, Inc.**, a Virginia corporation with offices at 8200 Greensboro Drive, Suite 900, McLean, Virginia 22102 (“SmileAssociate”), and the charitable organisation identified below (“Organisation”) in Section 15. SmileAssociate and Organisation may be referred to individually as a “Party” and collectively as the “Parties.”

Effective Date: _____

1. RECITALS

WHEREAS, Organisation is a charitable entity recognized as a **registered charity in England and Wales** (or Scotland / Northern Ireland as applicable) and is recognized by **HM Revenue and Customs (HMRC)** for charitable tax status;

WHEREAS, SmileAssociate operates a proprietary online platform that enables users to shop through third-party merchants, through which SmileAssociate may earn commissions on qualifying purchases (“Platform”);

WHEREAS, SmileAssociate desires to donate a portion of its own commission revenue generated through the Platform to Organisation to support its charitable mission;

WHEREAS, the Parties wish to establish the terms under which such donations will be calculated, reported, and made, while ensuring compliance with applicable United Kingdom laws governing charitable fundraising, commercial participator arrangements, and commercial activities;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

2. DEFINITIONS. For purposes of this Agreement:

- **“Qualifying Purchase”** means a completed purchase made through the SmileAssociate Platform that results in SmileAssociate receiving a commission from a third-party merchant. Amazon publishes a commission schedule and clearly outlines which product categories do not earn a commission and therefore are non-qualifying purchases.

- **“Commission”** means the gross amount paid to SmileAssociate by a third-party merchant as a result of a Qualifying Purchase.
- **“Net Commission”** means Commission amounts actually received by SmileAssociate, net of returns, cancellations, chargebacks, or reversals.
- **“Donation”** means the monetary amount contributed by SmileAssociate to Organisation pursuant to this Agreement.

3. DONATION MECHANICS

3.1 Donation Commitment. SmileAssociate commits to donating **fifty percent (50%)** of Net Commissions earned from Qualifying Purchases associated with Organisation’s designated SmileAssociate fundraising link or campaign.

3.2 No Consumer Donation. The Parties acknowledge that consumers do not make donations directly to Organisation through the Platform. All Donations are made solely from SmileAssociate’s own revenues and do not increase the price paid by consumers for any goods or services.

3.3 No Minimum Guarantee. Nothing in this Agreement shall be construed as a guarantee of any minimum Donation amount.

4. PAYMENT AND REPORTING

4.1 Payment Schedule. Donations shall be calculated on a calendar-quarter basis and paid quarterly, no later than the month following the close of each calendar quarter:

- Q1: January – March
- Q2: April – June
- Q3: July – September
- Q4: October – December

4.2 Method of Payment. Donations shall be made via BACS, or ACH electronic bank transfer, as reasonably agreed by the Parties.

4.3 Reporting and Transparency. SmileAssociate shall make available summary reports reflecting aggregate Net Commission activity used to calculate Donations. Reports contain no personally identifiable information (PII) or personal data subject to the UK GDPR.

4.4 Ownership of Funds. All Commission revenues remain the sole property of SmileAssociate unless and until a Donation is paid to Organisation. No trust, escrow, fiduciary relationship, or agency relationship is created by this Agreement.

5. USE OF DONATIONS

5.1 Unrestricted Use. Donations are unrestricted and may be used by Organisation for any lawful purpose consistent with its charitable objects and tax-exempt mission under UK charity law.

5.2 Compliance Assurance. If SmileAssociate becomes aware of credible evidence that Organisation is no longer operating in compliance with applicable UK charitable laws or has been removed from the charity register, SmileAssociate may suspend future fundraising activities upon written notice, pending reasonable investigation. Donations already paid shall not be subject to revocation.

6. EXPENSES

SmileAssociate shall be solely responsible for all costs and expenses associated with operating the Platform and making Donations. Organisation shall incur no fees, costs, or financial obligations under this Agreement.

7. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or registration;
- b) It has full authority to enter into and perform under this Agreement;
- c) Execution of this Agreement does not violate any other agreement to which it is a party.

Organisation further represents that it maintains valid registered charity status in the United Kingdom.

8. COMPLIANCE WITH LAW & REGULATORY STATUS

8.1 Commercial Participator Classification. The Parties acknowledge and agree that SmileAssociate acts as a "**Commercial Participator**" within the meaning of **Section 58(1) of the Charities Act 1992**. This Agreement is intended to satisfy the mandatory

requirements for a written agreement under **Section 59 of the Charities Act 1992** and the *Charitable Institutions (Fund-Raising) Regulations 1994*.

8.2 Public Solicitation Statements. SmileAssociate agrees that any public-facing promotional material or solicitation displayed on the Platform within the UK will clearly state the "notifiable amount" to the public, as required by law. This statement will clarify that fifty percent (50%) of the Net Commission received by SmileAssociate from a consumer's Qualifying Purchase is paid to the Organisation.

8.3 Standards of Fundraising. SmileAssociate agrees to comply with the statutory requirements of the **Charities Act 1992**, the *Charities (Protection and Social Investment) Act 2016*, and the **Code of Fundraising Practice** set out by the [Fundraising Regulator](#). SmileAssociate will ensure that platform operations reflect principles of transparency, do not mislead the public, and protect vulnerable persons from undue pressure.

8.4 Data Protection. Both parties will comply with their respective obligations under the **Data Protection Act 2018** and the **UK GDPR** regarding any data processed under this agreement.

9. INTELLECTUAL PROPERTY & PUBLICITY

9.1 Name and Trademark Use. SmileAssociate shall not use Organisation's name, logo, or registered charity trademarks without Organisation's prior written approval, except as expressly authorized for campaign configuration.

9.2 Public Disclosure. Either Party may disclose the existence of this relationship as required by law (including statutory annual reports to the Charity Commission) or in customary donor recognition materials, provided such disclosures are accurate and non-misleading.

10. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary relationship, or agency relationship between the Parties. Neither Party has authority to bind the other.

11. INDEMNIFICATION

SmileAssociate shall indemnify, defend, and hold harmless Organisation and its trustees, officers, employees, and agents from any third-party claims arising from SmileAssociate's operation of the Platform, violations of UK law, or material misrepresentations under this Agreement.

12. LIMITATION OF LIABILITY

Except for indemnification obligations or willful misconduct, neither Party shall be liable for indirect, special, or consequential damages or loss of profits arising out of this Agreement.

13. TERM AND TERMINATION

13.1 Term. This Agreement shall commence on the Effective Date and continue until terminated.

13.2 Termination for Convenience. Either Party may terminate this Agreement upon sixty (60) days' written notice.

13.3 Effect of Termination. All Donations accrued through the effective termination date shall be paid in accordance with this Agreement. Platform access associated with Organisation shall be discontinued following a reasonable wind-down period.

14. GENERAL PROVISIONS

14.1 Governing Law. This Agreement and any dispute or claim arising out of it shall be governed by and construed in accordance with the **laws of England and Wales**, and the Parties submit to the exclusive jurisdiction of the **English Courts**.

14.2 Assignment. Permitted to successors by merger or reorganization.

14.3 Amendments. Must be in writing and signed by both Parties.

14.4 Entire Agreement. Supersedes all prior agreements.

14.5 Counterparts. May be executed electronically.

14.6 Survival. Sections relating to payment, indemnification, governing law, and liability shall survive termination.

15. EXECUTION

DONOR: SmileAssociate, Inc.

Authorized Representative: Lawrence E. West

Signature: _____

Date: _____

ORGANISATION:

Legal Name of Charity: _____

Registered Charity Number: _____

HMRC Charity Tax Reference (if applicable): _____

ORGANISATIONAL AUTHORIZATION (Executed by Charity Trustees or Authorized Signatories):

Authorized Representative 1: _____

Signature: _____

Date: _____

Authorized Representative 2: _____

Signature: _____

Date: _____

PAYMENT DETAILS FOR DONATIONS

Please follow the link below to securely provide this sensitive information.

BANKING AND DONATION FORM

(<https://form.jotform.com/262134844042148>)