



DONOR-ADVISED ACCOUNT TERMS AND CONDITIONS

The following Terms and Conditions (the “Terms and Conditions”) govern each separate charitable account (a “Donor-Advised Account”) sponsored by the Bradley Impact Fund, Inc. (“Bradley”).

1. CREATION OF BRADLEY DONOR-ADVISED ACCOUNT.

Donor(s) shall make a gift or a bequest of certain money, securities, real estate, or other property as specified (the “Gift”) to Bradley for charitable purposes as set forth by Bradley’s Board of Directors (the “Board”) and to be placed in a Donor-Advised Account governed by these Terms and Conditions and the DAF Policy, as amended from time to time (the “DAF Policy”).

2. APPOINTMENT OF GIFT ADVISORS.

The “Gift Advisor” shall have the ability to make advisements regarding the grants and investments made by the Donor-Advised Account. Initially, the Donor shall be the Gift Advisor in relation to the Donor-Advised Account. In the event there is more than one Donor, the Donors shall jointly act as Gift Advisors. The Donor may designate one or more Successor Gift Advisors. If the Donor indicates that the Successor Gift Advisors are to advise Bradley jointly, Bradley shall require the approval of both such Successor Gift Advisors (if then serving). If the Donor indicates that the Gift Advisors are to advise Bradley separately, then only approval by a single Gift Advisor shall be required to advise Bradley regarding such separate portion of the Donor-Advised Account as the Donor(s) indicate.

3. ADVICE BY GIFT ADVISOR.

The Gift Advisor shall provide advice to Bradley as to the investment allocation of the assets of the Donor-Advised Account. The Gift Advisor shall provide advice to the Board as to which Approved Organizations are appropriate for grants from the Donor-Advised Account (and the appropriate amount of such grants). Such recommendations shall be in accordance with the DAF Policy as in effect from time-to-time.

4. APPROVED ORGANIZATIONS.

Grants from the Donor-Advised Account may only be made to those organizations determined and approved by the Board as appropriate organizations for financial support (each, an “Approved Organization”). The Board reserves the right, at its sole discretion, to approve additional organizations and to remove organizations from the list of Approved Organizations. The Board will not make grants to individuals or non-section 501(c3) organizations based on the advisements of the Gift Advisor.

5. TERMINATION OF ACCOUNT.

If Bradley determines that the Donor-Advised Account is without a Gift Advisor, for whatever reason (i.e., the Gift Advisor is deceased, uncommunicative, cannot be contacted or, if living, unwilling or unable to serve as Gift Advisor); the Gift Advisor, in the opinion of the Board, has failed to provide sufficient direction regarding the Donor-Advised Account’s assets; or the Donor indicates that the Donor-Advised Account should terminate at a predetermined time, the Fund shall make grants or otherwise use the assets of the Donor-Advised Account and take under advisement the Donor’s instructions for final distributions or statements of general intent. If an organization named by the Donor ceases to exist and no successor is named or is no longer an Approved Organization, the grant such organization would have received if still existing shall be used for the support of a different Approved Organization that, in the view of the Board, serves a similar mission as the named organization.

6. FUTURE GIFTS.

These Terms and Conditions shall govern all additional gifts made by Donor to Bradley unless otherwise indicated in writing.

7. ACKNOWLEDGEMENTS.

Donor hereby acknowledges and represents that:

- i. Contributions and gifts to Bradley are irrevocable and cannot be refunded for any reason. Donor has not and will not attempt to impose any restrictions or conditions on the assets of the Donor-Advised Account.
- ii. Bradley, on the advice of the Gift Advisor, may invest the assets of a Donor-Advised Account in investments that may experience no or negative investment return, which may decrease the amount of funds available in the Donor-Advised Account. The Donor-Advised Account may only be invested in investments approved by the Board.
- iii. Bradley, in the sole discretion of the Board of Directors, may make reasonable assumptions and interpretations of the Gift Advisor's advice when the Gift Advisor's advice is unclear, impractical or impossible.
- iv. Bradley may delay in the making of a grant from a Donor-Advised Account, the transfer of assets of a Donor-Advised Account among investment portfolios, the sale of a contributed asset, or any other action contemplated with regard to a Donor-Advised Account for reasons of efficiency or due diligence or other reasons as determined by the Board of Directors.
- v. Grants may not be made for certain purposes, including, but not limited to, grants used to satisfy any pre-existing pledge or private benefit, and grants used for any political or lobbying activities. The IRS prohibits any distribution from a Donor-Advised Account that will benefit a Donor or a Gift Advisor more than incidentally (such as school tuition, tickets to a charity fundraising events or to purchase goods at a charitable auction). Grants may not be made to an organization if the Donor or Gift Advisor directly or indirectly controls the organization.
- vi. Donor has received a current copy of Bradley's DAF Policy and understands that recommendations by the Gift Advisor must be consistent with such DAF Policy and that the Board may decline to make a grant to an organization recommended for a grant.
- vii. Bradley cannot guarantee and does not warranty any outcome of grants or grant-making opportunities. Bradley does not guarantee or warranty the veracity of any research, information, or expert opinions relayed by Bradley to any Gift Advisor regarding possible grantee organizations.
- viii. Donor has been encouraged to consult with independent legal counsel for the purpose of reviewing the Terms and Conditions of the Donor-Advised Account. Bradley is not qualified and does not provide legal or tax advice to or on behalf of the Donor and that any tax-related information Bradley has provided or provides in the future is for informative purposes only. Donor has responsibility for determining the value of any contribution to a Donor-Advised Account for purposes of an income tax deduction.
- ix. Bradley may assess reasonable administrative fees to the Donor-Advised Account for investment, custody, and administrative services in accordance with its DAF Policy.
- x. Any use of the Bradley Impact Fund website will be governed by the Bradley Impact Fund Website Terms of Use, as may be amended from time-to-time.

8. MINIMUM DISTRIBUTION REQUIREMENTS.

Bradley shall distribute at least five percent (5%) of the aggregate assets owned by its Donor-Advised Accounts annually. If the Donor-Advised Accounts, in the aggregate, do not meet the minimum distribution, the Bradley shall designate assets of the Donor-Advised Accounts and make grants to Approved Organizations in order to fulfill the minimum distribution requirement.

9. UNRELATED BUSINESS INCOME TAX.

If Bradley is subject to unrelated business income tax due to an asset held by a Donor-Advised Account, the amount of tax due will be deducted from such Donor-Advised Account.

10. Contributions of Illiquid Assets.

Bradley reserves the right to refuse any gift. Bradley intends to liquidate all non-cash gifts as soon as reasonably possible after contribution. Bradley will not credit a Donor-Advised Account with a contribution of illiquid assets until those assets have been liquidated and Bradley has received and invested the proceeds of the sale. The Donor-Advised Account will be credited with the amount Bradley receives from the sale net of sale expenses.

DONOR-ADVISED ACCOUNT TERMS AND CONDITIONS *continued*

11. ADMINISTRATIVE FEES.

The Bradley Impact Fund charges a one-time, flat fee to donors. The fee is charged upfront on the schedule below. The fee schedule is applicable up to any 3-year pledged commitment. The fee schedule approved by the board is as follows:

Amount	Range	Allocation
First \$1,000,000	\$1-\$1,000,000	.8 percent
Next \$1,500,000	\$1,000,001-\$2,500,000	.5 percent
Next \$2,500,000	\$2,500,001-\$5,000,000	.25 percent
Next \$5,000,000	\$5,000,001-\$10,000,000	.20 percent
Over \$10,000,000	\$10,000,001+	.125 percent

There are no additional fees for investments within the Impact Fund Investment portfolios or for advisory services. The Board reserves the right to change these amounts upon written notification to the donor.

12. MINIMUM CONTRIBUTIONS AND GRANTS

Subsequent contributions to a Donor-Advised Account must be at least \$1,000. Recommendations for grants from a Donor-Advised Account must be at least \$50. Bradley reserves the right to change these amounts at any time.

13. GOVERNANCE.

All assets of the Donor-Advised Account shall be assets of Bradley and not a separate trust. The Donor-Advised Account shall be held and administered subject to the provisions of Bradley's Articles of Incorporation, By-Laws, DAF Policy, and other procedures, manuals and policies as presently in effect or as each may from time to time be amended, including those provisions that may permit the Board to amend, modify or vary any of the purposes, directions, restrictions or conditions set forth herein.

14. AUTHORIZATION TO CONTRACT WITH THIRD PARTIES.

From time to time, the Board will engage third-party vendors, including investment firms and accounting firms, to administer the Donor-Advised Account. The Donor authorizes the Board to share Donor and Gift Advisor information with these third-party vendors for the sole purpose of administering the Donor-Advised Account.

15. MULTIPLE DONORS / GIFT ADVISORS.

References in these Terms and Conditions to "Donor" may include multiple Donors. References in this Agreement to "Gift Advisor" may include multiple Gift Advisors.

16. GOVERNING LAW.

These Terms and Conditions shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any applicable principles of conflict of laws that would cause the laws of any other state to otherwise govern this Agreement.

17. NOTICES.

- a. To Gift Advisor. Any and all notices shall be sent to the mailing address on record with Bradley.
- b. To Bradley. Any and all legal notices under this Agreement shall be sent to Bradley Impact Fund, 1400 N. Water Street, Suite 300, Milwaukee, Wisconsin 53202 or as otherwise indicated by Bradley. All other business (including contributions and advice from a Gift Advisor) shall be sent to the addresses as provided by Bradley.

18. ARBITRATION REQUIRED.

Any dispute related to a Donor-Advised Account or a contribution or gift to Bradley shall be submitted to binding arbitration in Milwaukee, Wisconsin in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award made in such arbitration may be entered and enforced in any court of competent jurisdiction. DONOR(S) UNDERSTANDS AND AGREES THAT BY ENTERING INTO A DONOR-ADVISED ACCOUNT AGREEMENT DONOR(S) AND BRADLEY ARE WAIVING THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT. Neither Donor(s) nor Bradley shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

19. RELEASE.

By entering into the Bradley Donor-Advised Account Agreement, Donor, Gift Advisor and Donor's heirs, executors, personal administrators, employees, agents, beneficiaries, representatives, successors and assigns, individually and in their beneficial capacity ("Donor Parties") release, remise, forever discharge and covenant not to sue or file administrative charges against Bradley and each of its past and present affiliates, predecessors, successors, assigns, officers, directors, agents, employees, independent contractors, attorneys, and other representatives (hereinafter, collectively the "Bradley Parties"), of and from any and all suits, claims, demands, interest, costs (including attorney's fees and costs actually incurred), expenses, actions and causes of action, rights, liabilities, obligations, promises, agreements, controversies, losses and debts (including, without limitation, all claims for professional expenses, compensatory damages, special damages, consequential damages, exemplary damages, or other costs or sums), of any nature whatsoever that the Donor Parties ever had, now have or may have against the Bradley Parties of any nature whatsoever whether in law or equity, whether currently known or unknown, and whether asserted or unasserted, arising out of or in connection with the Donor and Bradley related to any federal, state, or local laws of any kind or nature except in the case of gross negligence.

20. AMENDMENT

Bradley may, without Donor's acknowledgement or consent, amend or revise these Terms and Conditions. Bradley shall make its current Terms and Conditions available to Donor on its website.