

# LIFESPAN.IO FISCAL SPONSORSHIP AGREEMENT FOR FOR-PROFIT GRANTEES

On \_\_\_\_\_, \_\_\_\_\_, the Life Extension Advocacy Foundation, Inc. ("Grantor") decided that the financial support of the project: \_\_\_\_\_ (the "Project") proposed by \_\_\_\_\_ (the "Grantee") will further Grantor's tax-exempt purpose under Section 501(c)(3) of the Internal Revenue Code (IRC). By launching the Project on the Grantor's crowdfunding website Lifespan.io, the applicant indicates that he/she has read and understood the below Terms and Conditions in full and agrees and intends to be legally bound.

## **NOW, THEREFORE**

in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **TERMS AND CONDITIONS OF FISCAL SPONSORSHIP**

Life Extension Advocacy Foundation, Inc. ("Grantor") is willing to receive tax-deductible charitable gifts, grants and contributions to be awarded by donors ("Donors") to Grantor for the purposes of the charitable activities described in the associated Lifespan.io project campaign (the "Project"). In furtherance of its charitable purposes, Grantor shall create a temporary restricted fund designated for the purposes of the Project and has decided to grant all amounts that it may receive from Donors for the purposes of the Project, less any administrative handling charge as set forth below, to the responsible legal entity identified in this fiscal sponsorship application ("Grantee"), subject to the terms and conditions herein.

1. If Grantee is an organization, Grantee shall provide Grantor with its governing documents, a completed IRS Form SS-4 or other documentation satisfactory to Grantor, showing Grantee's separate existence as an organization. Grantee represents and warrants that its governing documents, completed and filed IRS Form SS-4, and/or other documentation deemed satisfactory by Grantor to evidence Grantee's separate existence as a legal entity are accurate and complete. If Grantee is an individual, Grantee shall personally assume full legal, fiscal, and oversight responsibility for all responsibilities and obligations of Grantee under this Agreement in particular and the grantor-grantee relationship in general.
2. Grantee shall use the grant solely for the purposes of the Project, and Grantee shall repay to Grantor any portion of the amount granted which is not so used by the Grantee, provided, however that:
  - A. Any changes in the purposes for which grant funds are spent desired by Grantee must be approved by Grantor (in writing or by email) before implementation.
  - B. Grantor retains the right, if Grantee breaches this Agreement or if Grantee's conduct of the Project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the Project as nearly as possible within Grantor's sole judgment.
  - C. Any tangible or intangible property, including copyrights and patents, obtained or created by Grantee as part of this project shall remain the property of Grantee.
3. Grantee may solicit gifts, contributions, and grants to Grantor for the purposes of the Project. Grantee is not an agent of Grantor for purposes of soliciting gifts, contributions, and grants, and is not authorized to make any binding commitments, either express or implied, to funding sources on behalf of Grantor.

4. Grantee understands that, in compliance with applicable laws, Grantor retains full legal ownership of, and discretion and control over, funds contributed to Grantor for the purposes of the Project and placed in the restricted fund, until such funds are granted or spent in accordance with this Agreement. With respect to the selection of Grantee or any other grantee to carry out the purposes of the Project, Grantor retains full discretion and control over the selection process, completely independent of any funder or revenue source. Consistent with Statement No. 136 issued by the Financial Accounting Standards Board, Grantor retains the unilateral power, without approval from any funding source, from Grantee, or from any other interested party, to redirect use of funds received for purposes of the Project away from Grantee to another beneficiary capable of fulfilling the purposes of the Project. However, Grantor holds the restricted fund in charitable trust under the laws of the State of New York, so that uses of the fund are limited to the Project's purposes.
5. Because the restricted fund is held for the purposes for which such funds were given, the parties intend that its assets are not subject to the claims of any creditor or to legal process resulting from activities of Grantor unrelated to such purposes.
6. Grantee understands that contributions to Grantor for the purposes of the Project are only tax-deductible under the Internal Revenue Code to the extent that they are motivated by donative intent. All donors should consult with a professional tax advisor regarding the deductibility of their contributions. Grantor reserves the right not to accept any contribution. Grantor assumes no responsibility for ensuring that contributions to Grantor for the purposes of the Project are tax-deductible to any particular Donor. Grantor does not provide individual tax advice; therefore all Donors are encouraged to consult their own outside professional advisers to address questions on deductibility or donative intent.
7. In order to defray Grantor's costs of administering the restricted fund and this grant, Grantor shall deduct an administrative charge equal to a percentage of any donation designated for purposes of the Project. The schedule of such administrative charges is as follows:
  - A. if project reached it's funding goal by the funding deadline: 10% + 3-5% for credit card processing + \$40 wire fee (international projects only) + any currency exchange fees
  - B. if project is flexible funding model and did not reach it's funding goal by the funding deadline: 12% + 3-5% for credit card processing + \$40 wire fee (international projects only) + any currency exchange fees
8. Grantee shall submit a full and complete report to Grantor no later than 90 days following the end of each of Grantor's fiscal years within which any portion of this grant is received or spent. Grantor's fiscal year ends on December 31. The report shall describe the charitable programs conducted by Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on Grantee's compliance with the terms of this Agreement.
9. It is the policy of Grantor that the results and accomplishments of the activities it funds should be made available to the public. Grantee institutions agree to make the results and accomplishments of their activities available to the research community and to the public at large.
10. An acknowledgment of funding obtained through Grantor, including it's online fundraising website, Lifespan.io, should be made when posting information related to the funded Project of Grantee in any public media, such as scientific publications, websites, press releases etc., and must include the following statements:
  - A. A specific acknowledgment of grant support, such as: "Research reported in this [publication/press release] was supported by a LEAF (Life Extension Advocacy Foundation) grant."

B. A disclaimer that says: "The research content is solely the responsibility of the authors."

11. This grant is not earmarked to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between Grantor and Grantee. Thus, any use of grant funds by Grantee for such activities constitutes a decision of Grantee that is wholly independent of Grantor. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
12. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purposes.
13. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or its agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant, or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees, or agents. Notwithstanding any other provision of this Agreement, this Paragraph 13 shall survive the termination of this Agreement.
14. This Agreement may be terminated by either party (a) with cause immediately upon providing notice (in writing or by email) of such termination and the cause to the other party, or (b) without cause forty (40) business days after providing notice (in writing or by email) of such termination to the other party. The Agreement may be terminated by the Grantee when the purposes of the Project can no longer reasonably be accomplished.
15. In the event this Agreement is terminated and the balance of the restricted fund designated for the purposes of the Project is greater than zero, Grantor may dispose of the Project assets, including funds held in the restricted fund, in any manner consistent with applicable tax and charitable trust laws, which may include granting any balance to another fiscal sponsor recognized as tax-exempt within the meaning of Section 501(c)(3) and a public charity described in Section 509(a), re-allocating any balance to another fund for substantially similar purposes, or using any balance to defray Grantor's costs of administering its fiscal sponsorship program. Notwithstanding any provision of this Agreement to the contrary, this Paragraph 15 shall survive the termination of this Agreement.
16. Grantor, at any time and at its sole discretion, may conduct an audit of the Project's activities. Such audits are intended to investigate and document that the Project is being carried out in accordance with the approved application, this contract, Grantor's exempt purposes, and all applicable laws. Failure on the part of Grantee to provide full cooperation and adequate documentation in the event of an audit shall be considered a breach of this Agreement.
17. This Agreement shall be governed by, and construed under, the laws of the State of New York applicable to contracts entered into and to be performed in such State. Venue for all purposes shall be in the County of New York, State of New York, and each party hereby consents to the personal jurisdiction of any court in such county.
18. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without

being impaired or invalidated in any way, and the invalid provision replaced by an enforceable provision most nearly approximating the intent of the parties.

19. This Agreement, in conjunction with the Terms of Use on the Lifespan.io website (at <http://www.lifespan.io/terms-of-use/>) (the "Terms of Use") shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. Whenever this Agreement is inconsistent with the online Terms of Use, this Agreement shall govern. Grantor reserves the right to modify or amend this Agreement at any time, provided that such modification or amendment shall not be effective until thirty (40) calendar days after notice (either in writing or by email) describing such modification or amendment is provided to Grantee. Grantor reserves the right to modify or amend the Terms of Use at any time, provided that such modification or amendment shall not be effective until the modified or amended Terms of Use is published on the website described in this Paragraph 19. Grantee's continued nonexercise of its right to terminate this Agreement under Paragraph 14 shall be deemed acceptance of all such modifications and amendments. Grantor reserves the right to assign its rights and responsibilities under this Agreement to another fiscal sponsor recognized as tax-exempt within the meaning of Section 501(c)(3) and a public charity described in Section 509(a). Grantee may not assign any part of this Agreement without Grantor's written consent.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Grant Agreement effective on the \_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR: Life Extension Advocacy Foundation, Inc.

GRANTEE:

By:\_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: