CORPORATE-ADVISED FUND AGREEMENT
COMMUNITY FOUNDATION OF UTAH

This Corporate-Advised Fund Agreement ("Agreement"), between Community Foundation of Utah ("CFU") and the party listed below in Section 2 ("Corporate Advisor"), hereby establishes a fund at CFU. This Agreement further incorporates by reference all terms found in Policies and Procedures for Establishing and Operating Donor-Advised Funds and Corporate-Advised Funds ("DAF Policy"), Objectives and Policies for Investments ("Investment Policy"), and Policies and Procedures for Accepting Gifts ("Gift Acceptance Policy"), each as amended from time to time.

1  Name of Corporate-Advised Fund ("Fund")

Fund Name: ____________________________________________________________

2  Corporate Advisor Information

Corporate Advisor

Company Name

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>Email</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Representative

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>City</td>
</tr>
</tbody>
</table>

| Phone | Business | Home | Mobile | Email |

All correspondence will be sent to Authorized Representative unless otherwise specified. Both the Authorized Representative and Corporate Advisor’s top executive officer (e.g., Chief Executive Officer or President) ("Top Executive Officer") may make advisory recommendations about the Fund.
3 Donor Recognition

Please indicate below whether CFU may list the Fund in CFU materials, including on its website and in its annual report.

☐ Default: Yes
☐ No

Please select how Corporate Advisor would like to be acknowledged in grant letters that accompany checks to nonprofits.

☐ Default: Fund name and Corporate Advisor name
☐ Fund name only—no Corporate Advisor name
☐ Anonymous

Please indicate below if you would like CFU to include your contact information in grant letters.

☐ Default: Do not provide my address
☐ Provide my address

4 Establishing Gift

Initial gift to establish the Fund: $______________

Type of Gift:

☐ Cash or Check (payable to “Community Foundation of Utah”)
☐ Publicly-traded securities
☐ Privately-held securities
☐ Other. Please describe in more detail below.

_____________________________________________________
_____________________________________________________
_____________________________________________________
_____________________________________________________

_____________________________________________________
_____________________________________________________
_____________________________________________________
_____________________________________________________
5  **Supporting CFU**

CFU is a §501(c)(3) charity committed to enriching our community by giving well, teaching others to give well, and uniting philanthropy in Utah. CFU depends on support from generous donors like you to help us continue to achieve our mission. We invite you to consider donating to CFU’s general operating fund. (Please note these gifts will not be added to the Fund).

**Initial Gift**

☐ I would like to donate $___________ to CFU today.

**Annual Gifts**

I would like to make an annual gift to CFU to support its work and to help CFU address the most significant issues facing Utah communities.

☐ 1% of the assets in my fund, assessed December 31st annually.
☐ $______________________, assessed December 31st annually.

☐ Nothing at this time.

6  **Fund Structure**

Please indicate how you would like to distribute the Fund over time.

☐ **Endowed Fund:** I would like CFU to create an unrestricted endowed fund. Endowed funds provide sustainable support and transformational impact over the long term. Grants are made mainly out of investment income. However, CFU’s Board reserves the right to spend the principal in special circumstances outlined in the Investment Policy.

☐ **Non-Endowed Fund:** I would like CFU to create a non-endowed fund. Non-endowed funds are more flexible. They can be used for short-term, transactional funds to address immediate charitable needs or for longer investments where Corporate Advisor would like to have access to the full spending balance (above the minimum balance) at all times.
7 Fund Investment

Please indicate your advisory recommendation on how the Fund should be invested.

☐ CFU Pools: Please indicate your recommended investment allocation below. You may allocate to one or more pools. (The total must equal 100%).

_____% Money Market  Minimal risk and stability of principal. For funds that will be distributed within one year.

_____% Mid-Term  Traditionally holds 60% of its assets in bonds and 40% in stocks. Investors with a long-term time horizon who can accept modest movement in share price and can tolerate the risk that comes from the volatility of the stock and bond markets may wish to consider this fund.

_____% Long-Term  Traditionally holds 60% of its assets in stocks and 40% in bonds. Investors with a long-term time horizon who can accept stock market volatility may wish to consider this fund.

_____% Socially Responsible  Tracks a benchmark of large- and mid-capitalization stocks that have been screened for certain social, human rights, and environmental criteria. Investors with a risk tolerance for stock market volatility within a socially conscious approach that may produce returns that diverge from the broader market may wish to consider this fund.

☐ Separately Managed: I would like to recommend that the fund be invested by:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Please note that this recommendation is for advisory purposes only. CFU has ultimate control and authority over all its component funds, including their investment strategy.
8 Reports and Online Account Access

CFU’s online donor portal provides easy access to the Fund’s activity at any time. In addition, CFU will provide quarterly fund statements. Please select how you would like to receive your quarterly statement below.

- Default: Email
- Mail

9 Authorized Representatives

The Top Executive Officer and Authorized Representatives may make advisory recommendations to CFU on behalf of Corporate Advisor. The Top Executive Officer may replace the Authorized Representative and/or designate additional Authorized Representatives at any time upon written notice to CFU. All Authorized Representatives must be employees of Corporate Advisor and must complete an Authorization Form before they will be permitted to make recommendations.

10 Succession Plan

Upon a merger of Corporate Advisor, the surviving entity will succeed to Corporate Advisor’s advisory rights and obligations under this Agreement. In the case of other circumstances resulting in the termination of Corporate Advisor’s advisory rights, Corporate Advisor may recommend that the Fund, or a portion thereof, be administered in the following way. Total percentages should equal 100%.

<table>
<thead>
<tr>
<th>Succession Option</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer advisory privileges to another corporate entity (a “Successor Advisor”)</td>
<td></td>
</tr>
<tr>
<td>Transfer Fund assets to CFU’s endowment established to help meet Utah’s most pressing needs</td>
<td></td>
</tr>
<tr>
<td>Transfer Fund assets to another fund at CFU. Fund name:</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>
11 Ownership and Control of the Fund

The undersigned understand that although CFU seeks to honor donor intent to the extent allowed by law and its own charitable purposes, the Fund shall be the exclusive property of CFU, held by CFU in its corporate capacity, and shall not be deemed a trust fund held by it in a trustee capacity. As such, CFU shall have the ultimate authority and exclusive legal control of all assets in the fund, including any income derived from it, and complete discretion to make grants out of the Fund to carry out its charitable purposes. CFU reserves the right to take any actions at any time which, in its sole discretion, it deems reasonably necessary or desirable for the proper administration of the Fund.

The undersigned further understand that the Fund shall be a component part of CFU and that nothing in this Agreement shall affect CFU’s status as a public charity under § 509(a)(1), (2), or (3) of the Internal Revenue Code. This Agreement shall be interpreted in a manner consistent with this intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of CFU and of the Fund as a component part of CFU.

Moreover, the undersigned understand that the Fund will be subject to the provisions of CFU’s governing documents, including the variance power reserved by CFU’s Board of Directors to modify any condition or restriction on the distribution of funds if, in CFU’s sole judgment (without the approval of any Donor Advisor, Additional Advisor, Successor Advisor or Fund Representative), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the purposes and functions of CFU.

12 CFU Policies

By signing this Agreement, Corporate Advisor acknowledges it has received and reviewed CFU’s Policies and agrees to abide by their terms and conditions. These policies are hereby incorporated by reference into this Agreement. The undersigned understand that CFU may, at its sole discretion, at any time and for any reason, amend or revoke, in whole or in part, CFU’s Policies. CFU agrees to notify Donor Advisor(s) of any such amendment.

13 Investment Risk

The undersigned acknowledge that the act of investing is speculative in nature and involves substantial risk of loss. Past performance is not necessarily indicative of future results. There is no guarantee that strategies, tactics, methods, systems, indicators, or signals will result in profits or that they will not result in losses. CFU provides no representation or warranty that any fund will, or is likely to, achieve profits. CFU does not guarantee the number or amount of charitable grants for any fund. Any gain or loss resulting from the investment of Fund assets will be credited or charged to the Fund. The total investment return of each investment vehicle is also net of its operating expenses.
14 **Prohibition on Excess Benefit**

Corporate Advisor understands that gifts to the Fund or distributions out of the Fund may not result in an excess benefit to Corporate Advisor, Authorized Representatives, their family members, businesses in which they have substantial interests (35% or more), or any other Disqualified Person, as defined by the Internal Revenue Service. Corporate Advisor agrees not to advise any distribution that would result in such benefits. Corporate Advisor further agrees to provide full and candid disclosure of any relationship, interest or fact that could inform CFU as to any potential violation of this restriction. Corporate Advisor’s failure to comply with this provision can subject Corporate Advisor, Authorized Representatives, fund advisors, and CFU to tax penalties. If CFU determines that a Corporate Advisor has repeatedly, flagrantly, or intentionally violated this restriction, CFU may terminate this Agreement and/or the advisory rights of Corporate Advisor.

15 **Legal Compliance**

Corporate Advisor agrees to make a good faith effort to ensure that its gifts to and advisement concerning the Fund do not violate any federal, state or local laws, including any applicable tax laws. Corporate Advisor further agrees to fully cooperate with CFU during its due diligence process, including but not limited to disclosing any relationship, interest, fact, document, or information reasonably required by CFU. CFU reserves the right to determine in its sole discretion the extent of due diligence necessary and what, if any, additional conditions it will place on grants. If at any time Corporate Advisor or CFU learns that any action taken by or on behalf of the Fund violates any applicable law, Corporate Advisor agrees to assist CFU in taking any and all remedial steps, including but not limited to filing amended tax returns or facilitating the return of gifted funds.

16 **Tax, Legal and Financial Advice**

Corporate Advisor understands that CFU will not provide Corporate Advisor with tax, legal or financial advice. Although CFU does engage tax, legal and financial professionals to advise CFU, these experts are engaged solely for the benefit of CFU, including its component funds, and not for Corporate Advisor. Accordingly, CFU recommends that Corporate Advisor engage its own tax, legal, and financial experts. Corporate Advisor further understands that it is wholly responsible for accurately filing their income tax returns and any other required tax documents, for responding to IRS inquiries, and for representing and defending themselves in any dealings or proceedings with the IRS.

17 **Indemnity**

In consideration for CFU establishing a fund at the request Corporate Advisor and for other good and valuable consideration, Corporate Advisor agree(s) to indemnify, defend, protect, and hold harmless CFU, its directors, officers and other representatives from any and all liabilities, claims, damages, costs, or expenses (including, without limitation, reasonable attorney’s fees and court costs) arising from or relating to this Agreement or which CFU may incur by reason of its acting upon recommendations given
to CFU by any authorized person(s), including but not limited to Corporate Advisor, Top Executive Officer, Authorized Representative(s) and Fund Representative(s), or for any default or breach of Corporate Advisor’s obligations and duties under this Agreement.

18 Conflict of Terms

In the event of an inconsistency between the terms of this Agreement and any policies, procedures, terms, or conditions appearing elsewhere in connection with any fund, this Agreement, as amended and as interpreted by CFU, shall govern.

19 Successors and Assignees

This Agreement shall be binding on the respective parties and their successors, assignees, executors, administrators, agents and legal representatives.

20 Counterparts and Electronic Execution

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21 Representation of Authority

The individual executing this Agreement on behalf of Corporate Advisor warrants and represents that he or she has full legal power, authority and right to bind and enter into this Agreement on behalf of Corporate Advisor; that this Agreement has been duly authorized by all necessary actions; and that no remaining actions or third-party actions are required to make the Agreement binding.

22 Governing Law

This Agreement shall be interpreted and enforced in accordance with laws of the State of Utah.
IN WITNESS WHEREOF, CFU and Corporate Advisor hereby execute this Corporate-Advised Fund Agreement, effective as of the latest signature date.

____________________________________________________________________
Alexandra Eaton
Chief Executive Officer
Date:

On Behalf of Community Foundation of Utah (CFU)
2257 S 1100 E, Suite #205, Salt Lake City, Utah 84106
(p) (801) 559-3005

____________________________________________________________________
(for Corporate Advisor)

Name:
Title:
Date:
Name of Corporate Advisor:
EIN:
Mailing Address:
Phone: