
FJC DESIGNATED FUND ACCOUNT LETTER AGREEMENT

Dear FJC:

This is a letter agreement between the undersigned and FJC to establish a Designated Fund Account under and subject to the FJC Designated Fund Account Summary of Procedures and Rules as these procedures may be amended from time to time.

The name of the fund will be the _____ Fund (the "Fund").

The Fund is being established to support _____ (the "Designated Organization").

I (we) acknowledge that FJC shall have all of the powers needed to carry out its purposes including, without limitation, the following:

- (1) to keep, sell, invest and reinvest the assets contributed;
- (2) to commingle for investment purposes the assets contributed, and
- (3) to distribute the contributed assets to the Designated Organization within the scope of its guidelines.

I (we) acknowledge that, in accordance with Internal Revenue Service rules and regulations, FJC shall be the absolute owner of the assets of the Fund, and shall have ultimate authority over investments of the Fund, and the timing and amounts of the distributions to the Designated Organization. I (we) also acknowledge that FJC will distribute funds contributed, and income earned by these funds, to the Designated Organization as long as such organization remains an entity described in Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code as it now exists or as it may be amended. Should the Designated Organization cease to exist or to be a qualified charitable organization, or if the Fund's purpose become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community, FJC may exercise its variance power to ensure that the funds will be redirected to an organization which meets the original charitable intent.

Distributions shall be made from the Fund upon the written request or online by an Authorized Signatory. FJC must be provided with that individual's signature and contact information. FJC will monitor the use of distributed funds to determine whether the funds are being used for appropriate charitable purposes.

Additional Authorized Signatories (up to a total of two Authorized Signatories) may be designated using the FJC Program Options form. The completed form must be signed by an existing Authorized Signatory for the updates to take effect.

No portion of any funds paid pursuant to this Agreement shall be spent to carry on propaganda or otherwise attempt to influence legislation, nor used for any activity that has not been authorized herein.

FJC will take reasonable steps to ensure the Designated Organization operates in compliance with the laws of its home country, and that grant funds are not ultimately distributed to terrorist organizations and will not support, directly or indirectly, any terrorist activities or violence of any kind. FJC may request that the Designated Organization certify that its staff, board, and other volunteers have no dealings whatsoever with terrorists or terrorist organizations and do not support, directly or indirectly, any terrorist activities or violence of any kind.

FJC may also request that the Designated Organization certify that none of the officers, directors, or other authorized persons of the Designated Organization is designated as a prohibited person under any U.S. government-issued list or is a national of a U.S. sanctioned country.

FJC will accept contributions designated for the Fund, provided that checks for such contributions are made payable to "FJC," with the Fund's name in the memo line. Any other checks may be returned to the contributors. Prior to distribution, contributions received and designated for the Fund will be held and invested. All income earned will be treated in the same manner as contributions designated for the Fund. In accordance with IRS regulations, FJC will not be required to issue receipt letters to donors for gifts below \$250; however, FJC will provide a full list of account contributors, including supplied mailing addresses, to the Authorized Signatory and/or the Designated Organization as requested, unless a contributor requests anonymity. Any bank fees and associated costs incurred or charged by FJC as a result of insufficient funds for a contribution or other reason shall be assessed against this account.

All funds received by FJC will be subject an annual fee of 1% of the average daily balance of funds in the account which shall be charged to the account quarterly at the rate of 1/4 of 1% of the average daily balance of the funds designated for the Fund, and shall be withdrawn quarterly by FJC from the account. Upon termination of the Agreement for any reason and until all funds held pursuant to this Agreement shall have been distributed, subsequent fees shall be charged to the account at the annual rate of 1% of the average daily balance of such funds and withdrawn monthly.

The Authorized Signatory shall provide, or shall arrange for the Designated Organization to provide FJC with proposed publicity or solicitation materials or public notices of the Designated Organization mentioning FJC. FJC will provide appropriate language and its logo concerning marketing and promotional material. Such language may serve as a template for describing FJC in marketing materials.

The Authorized Signatory agrees that FJC may use the Fund's name and/or a brief description of the Fund in FJC's publicly-available descriptive and marketing materials including, without limitation, FJC's website, its brochure, advertisements and any other materials describing the Designated Fund Account and/or FJC in general.

The Authorized Signatory may not assign all or any portion of its rights under this Agreement without the prior written consent of FJC. FJC may assign its rights under this Agreement without the prior written consent of the Authorized Signatory or the Designated Organization, provided that FJC shall promptly provide the Authorized Signatory and the Designated Organization with written notice of any such assignment.

The term of this Agreement shall be for one (1) year, commencing _____, but may be renewed at the discretion of FJC. My (our) agreement with FJC to establish and maintain the Fund will consist of this Letter Agreement and the Designated Fund Account Summary of Procedures and Rules that is attached to this letter. This Agreement shall be effective upon the execution of this Agreement by FJC. Upon termination of the Agreement, no further contributions designated for the Fund will be accepted by FJC; however, any funds previously designated for the Fund shall be held for distribution, subject to the terms of this Agreement, and all other applicable provisions of this Agreement shall survive until such time as the remaining account balance in the fund has been distributed in accordance with the Agreement and all obligations of the Fund have been fulfilled.

Very truly yours,

Authorized Signatory

Authorized Signatory

Print Name

Print Name

Accepted by:

FJC - *A Foundation of Philanthropic Funds*

Signature

Title

Date