



Policy: Gift Acceptance

Last Revision: November 2020

Approved by: Thomas Nelson, President & CEO and Jessica Sherry, Chief Financial Officer

Key Changes in this Version: Clarify existing policy and procedures

Purpose

The purpose of this Gift Acceptance Policy is to provide guidelines and a process for gift acceptance by Share Our Strength to ensure gifts are consistent with Share Our Strength's mission and purpose and do not place undue burdens on Share Our Strength. This policy is also intended to guide prospective donors and their advisors when considering a gift to Share Our Strength.

Gift Definition

A gift is a voluntary transfer of money or other assets to an organization from a donor, which can be an individual, a corporation, or a grant-making organization, such as a foundation. No tangible benefit of any kind will be exchanged for a gift.

Donor's Use of Professional Advisors

Share Our Strength encourages donors to seek independent professional legal and tax counsel to represent the donor's interests and to explore the alternatives, costs, tax benefits and obligations of potential gifts. Share Our Strength shall have no responsibility to provide, and shall not provide, technical, legal or tax advice to the donor or an analysis of the resulting tax and estate planning consequences to the donor.

Primary Responsibility/Gift Acceptance Committee

The primary responsibility for overseeing the enforcement and application of this policy shall rest with the Chief Financial Officer (CFO) and Chief Revenue Officer (CRO), who will serve as the Gift Acceptance Committee (the Committee).

The Committee will ensure that gifts to Share Our Strength are within the scope of Share Our Strength's mission and purpose and do not place undue burdens on Share Our Strength.

Gift Acceptance Review Process

Determinations as to acceptance of routine and non-routine gifts may be made by the Committee. In the case of non-routine gifts, such as gifts not regularly encountered in the ordinary course of business, those that may not align with Share Our Strength's mission and purpose, are unique or unusual gifts, or are accompanied by potential administrative, financial or other burdens for Share Our Strength, the Committee shall consult with members of the Corporate Partnerships, Development, Program, and other teams, where appropriate. The Committee may seek guidance regarding the acceptance of gifts deemed to be particularly unique or carry significant risk from internal and external advisors which may include, but are not limited, to the Development Committee and the Board of Directors.

Use of Counsel

The Committee may consult with and/or seek the advice of legal counsel in any and all matters relating to the acceptance of gifts.

Permanently Restricted Gifts

Permanently restricted gifts are funds restricted by the donor for a designated purpose or time restriction that will never expire. The intent is that the principle balance of the contribution will remain as an investment forever, and the recipient organization will utilize the interest and investment returns, such as with an endowment. Share Our Strength does not currently accept permanently restricted gifts. Future exceptions to this policy may be made by the Committee.

Overly Restrictive Gifts

Share Our Strength will not accept gifts deemed by the Committee to be overly restrictive. Overly restrictive gifts include, but are not limited to, gifts that contain narrow restrictions on the use of funds, gifts that place undue burdens on Share Our Strength, as well as gifts that violate the terms of any of Share Our Strength's formation or governance documents.

Designated Gifts

Share Our Strength's policy is to encourage donors to give unrestricted or temporarily restricted gifts, the proceeds of which benefit Share Our Strength and its programs, rather than to designate gifts to benefit other charities. Where the receipt and/or administration of a designated gift are burdensome, the Committee will determine, in accordance with this policy, whether Share Our Strength will accept the gift.

Types of Gifts

a) Cash

Gifts to Share Our Strength may be made via cash, check, credit card or other cash equivalents. Checks shall be made payable to Share Our Strength. Checks shall not be made payable to individuals who represent Share Our Strength.

b) Tangible Personal Property

Gifts of tangible personal property may be subject to the approval of the Committee unless received in connection with an auction or raffle organized and conducted by Share Our Strength. Such gifts may be sold upon receipt by Share Our Strength.

The Committee may consider other factors in rendering a determination as to whether the gift should be accepted, including, but not limited to, another party's possession of any type of lien or interest in the property, the marketability of the property, any carrying costs for the property and the presence of any restrictions on the use, display or sale of the property. The Committee shall have the discretion to seek an appraisal of the property from a qualified, independent appraiser. The donor shall be responsible for the costs of such an appraisal.

c) Publicly Traded Securities

Publicly traded and marketable securities, including those traded on any recognized stock exchange, can be accepted by Share Our Strength. Such marketable securities may be transferred to an account maintained at a brokerage firm or physically delivered with the

signature of the transferor or stock power attached.

Marketable securities that are not Restricted Stock (as defined in the following paragraph) must be sold upon receipt by Share Our Strength or its authorized broker.

Gifts to Share Our Strength of publicly traded securities that are restricted by applicable securities laws, which typically bear a legend on the certificate ("Restricted Stock"), shall be referred to the Committee to determine whether the gifts should be accepted. Share Our Strength will not accept gifts of Restricted Stock where the beneficiary is not Share Our Strength. These gifts include gifts that are processed by Share Our Strength but designated for receipt by another charity by the donor. The Committee shall render a decision as to whether gifts of Restricted Stock where the beneficiary is Share Our Strength should be accepted.

With respect to gifts of Restricted Stock in general, the donor shall be asked to pay for all of the expenses of lifting the restriction and any other expenses associated with the administration of the gift except when the Committee makes an exception. Exceptions may be made based on a variety of factors, including the value and desirability of the gift, ease of administration of the gift, the donor's connection with Share Our Strength, the donor's past giving record and the donor's contributions to the organization.

d) Closely Held Securities

For purposes of this policy, closely held securities shall mean securities that are not publicly traded and shall include, but shall not be limited to, debt and equity interests in non-publicly traded or closely held entities, as well as interests in LLPs and LLCs. Interests in other forms of ownership may be deemed closely held securities.

Closely held securities may be accepted only (i) if the beneficiary is Share Our Strength and (ii) if approved by the Committee. The Committee is charged with considering the following factors, among others, as part of its review of the gift: whether the securities possess any restrictions that would hinder their liquidation to cash, marketability of the securities, an estimate of the fair market value of the securities and the presence of any detrimental tax consequences for Share Our Strength.

The Committee may deem it appropriate to consult with the Development or Audit Committee of the Board of Directors or an independent professional advisor as part of the review process.

It is Share Our Strength's policy that closely held securities are sold upon acceptance, if possible. If the sale of such securities is restricted by agreement or by applicable law and depending on the facts and circumstances of the gift, the Committee may make an exception to the foregoing policy.

e) Cryptocurrency

Share Our Strength accepts gifts of cryptocurrency through The Giving Block's platform (<https://www.thegivingblock.com/>). Please go to <https://www.nokidhungry.org/crypto> for more information on what cryptocurrencies are accepted by Share Our Strength. Like gifts of marketable securities, gifts of cryptocurrency are sold upon receipt by Share Our Strength (through The Giving Block's platform).

f) Other Gifts

The Committee shall consider the acceptance of other gifts not mentioned above, including, but not limited, to real estate, retirement assets, life insurance, deferred/planned gifts, memorials, honorariums and intangible property.

Note that Share Our Strength is unlikely to accept gifts of real estate and life insurance. The acceptance of real estate can potentially expose Share Our Strength to significant contingent liabilities and maintenance costs. Whole life insurance policies will only be accepted if the donor agrees to contribute the annual premium on the policy so as to maintain the policy at no cost to Share Our Strength.

g) Corporate Gifts

Share Our Strength will not accept contributions from corporations/industries and their respective corporate foundations whose core activities may be in direct conflict with Share Our Strength mission and purpose, or in any way limit Share Our Strength's ability to fulfill its mission and purpose. For example, Share Our Strength will not accept gifts from the firearms, tobacco, or pornography industries, sources that make or sell, or whose name is widely associated with those industries. Corporations or individuals who wish to sponsor or partner with Share Our Strength or any of its programs are subject to a separate review process.

Return of Gifts

It is Share Our Strength's policy to decline gifts from donors who reserve the right to request the return of all or a portion of the gift. Exceptions to this policy may be made by the Committee if determined to be in the best interest of Share Our Strength.

Refusal of Gifts

Share Our Strength reserves the right to refuse or return any gift that is not consistent with its mission and purpose, places undue burdens on Share Our Strength, that violates the terms of any of Share Our Strength's formation or governance documents, that could introduce a conflict of interest, expose Share Our Strength to liability or adverse publicity, or that could violate local, state or federal law.

Ethical Standards and Compliance

Share Our Strength shall administer gifts properly, shall comply with all applicable laws and regulations, including those governing reporting and retention, and shall provide formal acknowledgments for gifts. Share Our Strength follows IRS guidelines with respect to gift acknowledgements. Share Our Strength shall not furnish property appraisals or gift valuations to donors for tax purposes. Share Our Strength acknowledgment letters may acknowledge the value of a gift in the case of a cash, check or other monetary donation or if required by applicable law. Otherwise, the donor is solely responsible for determining gift valuations for his or her own tax purposes. Share Our Strength shall consult with independent professional advisors where it deems such action to be appropriate. Share Our Strength shall strive to consider the interests of the donor and disclose to the donor all essential information, including any fees, prior to acceptance of the donor's gift. Donors may be advised to consult with legal or tax counsel or other appropriate advisors.

Endorsement

Acceptance of a gift is not a sign that Share Our Strength endorses a donor, organization, or viewpoint.

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