

CAF AMERICAN DONOR FUND

Terms and conditions as at 15 June 2026

This document together with any Suggestions, the Forms, and the Schedule of Retentions, sets out the terms and conditions between you and the CAF American Donor Fund (CADF) for the CADF Fund or accounts you have with us.

Definitions apply to all references to those terms in this Agreement. 'We', 'us', 'our' or 'CADF' refer to Southampton Row Trust Limited (operating as CAF American Donor Fund).

'You', 'yourself' or 'your' are references to the person(s) or organisation that is, or will be, the Authorised Fund Holder.

CADF CORE TERMS AND CONDITIONS

1 NATURE OF A CADF FUND

- 1.1 When you submit a completed application form, this is your request to open a CADF Fund. If we accept your application, we will issue a confirmation that the Fund is open.
- 1.2 Any Funds you donate to a CADF Fund ('the Donation') are an irrevocable, outright gift by you to us of all right, title and interest in the Funds. We agree to hold the Funds and apply them solely for Charitable Purposes. We also agree to provide you with information about the Funds, as outlined in this Agreement.
- 1.3 Once a Donation has been made to the CADF Fund:
 - 1.3.1 We cannot return the Donation to you, or where applicable, to your employees;
 - 1.3.2 Neither you, nor any Connected Person, will be able to benefit from the Funds in the CADF Fund at any time;
 - 1.3.3 No Distribution from the CADF Fund may be used to discharge or satisfy a legally enforceable pledge or obligation of any person, other than the Charity Recipient receiving the Distribution; and
 - 1.3.4 Any Income or gain resulting from the investment of Assets in a Premier Fund shall form part of the undistributed Funds.

- 1.4 Any Income or gain resulting from our investment of undistributed Funds (being cash not committed to specific investments or Distributions) will be used by us for our own charitable purposes, unless the investment has been suggested by you in accordance with our terms and conditions.

2 OUR GENERAL AUTHORITY

- 2.1 When distributing the Funds, we will consider your wishes set out in any Suggestion or Letter of Wishes. Distribution Suggestions and/or investment suggestions are purely advisory and are not binding on CADF. Distributions will be subject to the terms of this Agreement, as well as our procedures, policies and any applicable laws and regulations in force. However, and notwithstanding any other terms of the Agreement, we shall at all times have final discretion as to whether or when to distribute Funds in pursuance of our Charitable Purposes. We will need to make sure Funds are used for Charitable Purposes and in compliance with Financial Crime prevention regulations, and we will not make any Distribution (or investment) until we are satisfied on these points.
- 2.2 You acknowledge that we will manage the Funds using any counterparties we deem appropriate, and that extreme circumstances — such as counterparty default — may result in the value of the Funds decreasing.
- 2.3 We do not guarantee or endorse the charitable objects or the financial standing or status of an organisation to which we may distribute Funds from the CADF Fund. We also do not guarantee or endorse the charitable objects or the financial standing or status of an organisation we may identify in any report or analysis in relation to the provision of the CADF Fund.

3 YOUR RIGHTS AND OBLIGATIONS

- 3.1 You may not fundraise for the CADF Fund. Fundraising means asking third parties for money or other property for charitable, benevolent or philanthropic purposes.
- 3.2 Only you or Authorised Donors can donate Funds to the CADF Fund.

- 3.3 You will have access to the CADF Fund statements.
- 3.4 You will make Donations from time to time as required to keep the CADF Fund in sufficient funds to fulfil your Distribution Suggestions including sufficient funds for any Retentions from the Donation in accordance with clause 6.1.
- 3.5 Where a Distribution of Funds is made to an organisation we believe you have a connection with, we may notify HM Revenue & Customs (HRMC) of the Distribution and the connection without asking for your approval.
- 3.6 You will not suggest that we use any portion of the Funds for anything other than Charitable Purposes.
- 3.7 Where applicable, a Donor may request an amendment to the options they receive in respect of the CADF Fund by submitting a Form.
- 4 OPERATING THE CADF FUND**
- 4.1 You will be able to donate Funds to the CADF Fund via the methods we provide and ask us to distribute Funds by using a Distribution Suggestion and/or Letter of Wishes (in the case of an individual).
- 4.2 We will retain your Donation in US Dollars, Euros or British Pounds Sterling. Charity Recipients may receive the currency of their choice, subject to our banker and/or payment service provider being able to remit in that currency.
- 4.3 We cannot guarantee a fixed exchange rate for Foreign Currency. The amount deducted from the CADF Fund will reflect the exchange rate our banker and/or payment service provider offers us when we authorise the transaction with them, as well as any fees they charge us.
- 4.4 We are required to complete (and refresh) Customer Due Diligence on you and anyone else who operates or makes Donations to a CADF Fund. You agree that you may also have to provide details — in accordance with our Customer Due Diligence requirements — of any funding provided to the CADF Fund, and that you will share details of the underlying source of funds and/or source of wealth, as well as details on ownerships and control (in the case of an organisation). You should be aware that depending on the results we may decline to open the CADF Fund, accept any of your Authorised Donors or anyone operating the CADF Fund, or terminate it as appropriate.
- 4.5 You agree that we can copy and retain documentation provided as part of Customer Due Diligence, subject to Data Protection Legislation.
- 4.6 Until we complete our Customer Due Diligence checks and any refresh of those checks, we may restrict transactions to and from the CADF Fund.
- 4.7 Any Funds donated to us before we have completed or refreshed our Customer Due Diligence checks will be held in a separate holding account pending completion of our checks. It will be at our sole discretion as to whether such Funds will be distributed for Charitable Purposes or be returned to you (or as otherwise required by law) in accordance with these terms.
- 4.8 You must let us know of changes to your contact details and account details — or anything else related to our Customer Due Diligence information — as soon as possible.
- 4.9 You will be responsible for monitoring activity in the CADF Fund to ensure that it is being operated to your satisfaction.
- 5 SUGGESTIONS, AUTHORISED SIGNATORIES AND LETTERS OF WISHES**
- 5.1 You or an Authorised Signatory may make a Suggestion that sets out how you wish us to invest or distribute the Funds for Charitable Purposes.
- 5.2 We will act on Suggestions and information we believe in good faith to have been received from you or an Authorised Signatory. These Suggestions may have been made in writing (including electronically).
- 5.3 To change identity or details of the Authorised Signatories in connection with the CADF Fund, you must submit a completed Form to us.
- 5.4 In the case of an individual where an Authorised Signatory is appointed to act alongside you in operating the CADF Fund, you confirm that you have their consent for us to undertake or refresh our Customer Due Diligence checks and acknowledge that any Authorised Signatories may need to provide additional documentation for that purpose. In the case of an organisation, any Authorised Signatory is appointed on behalf of the organisation itself and, therefore, Customer Due Diligence will be completed on the organisation.
- 5.5 Subject to our absolute discretion and if it is within our control, you may amend or withdraw any Suggestion we have previously accepted by making a new Suggestion, which will only take effect after we have accepted it (including, where necessary, completing or refreshing any Customer Due Diligence checks).
- 5.6 In the event of any conflict between the Suggestions received from you or any Authorised Signatory, then we shall take account of the most recent Suggestion, where practicably possible. It will be at our final discretion which Suggestion we rely on.

6 COVERING OUR COSTS

- 6.1 You agree that we may seek to use part of your Donation into the CADF Fund for our own charitable purposes, to contribute towards the costs that we incur in administering the CADF Fund (or any other nominated CADF Fund), as addressed in our Schedule of Retentions, which include:
- 6.1.1 An amount may be retained by us as a donation to us to contribute towards costs and expenses associated with operating the CADF Fund including processing Donations;
 - 6.1.2 Additional amounts may be retained by us from the donation to us to contribute towards the cost of any additional features or options that you may request;
 - 6.1.3 Any sums of money that may be required to be paid to HMRC for any reason in relation to the Funds donated to the CADF Fund. The reasons include, without limitation, costs caused by infringements of any requirements, such as the 'donor benefits' or 'tainted donation' rules, applicable to tax-effective charitable donations, or the repayment of Gift Aid to HMRC.

7 CLOSURE OF THE CADF FUND AND DISTRIBUTION OF FUNDS

- 7.1 To close the CADF Fund and/or terminate this Agreement, you must provide 30 days' written notice. You must also provide a Distribution Suggestion that all Funds in the CADF Fund are distributed for Charitable Purposes.
- 7.2 You acknowledge that it may, on occasion, take longer than 30 days to distribute the Funds. If this is the case, the CADF Fund will remain active for a longer period for the sole purpose of distributing the remaining Funds.
- 7.3 If you hold more than one type of CADF Fund, you may close one or more of them in accordance with clause 7.1. Closure of all CADF Funds will operate as termination of this Agreement.
- 7.4 We may distribute Funds in the CADF Fund for Charitable Purposes and/or close the CADF Fund by giving you 30 days' notice in writing in the following circumstances:
- 7.4.1 Where there has been no activity on the CADF Fund for a period of at least two years (if this is not solely due to our act or omission). For these purposes, we will not consider any Retentions under clause 6.1 to be an activity;

- 7.4.2 We receive notice or obtain evidence to our satisfaction of your death (in the case of an individual), or dissolution, insolvency or winding up (in the case of an organisation), or the death of all Successors (if applicable);
 - 7.4.3 There are not enough Funds in the CADF Fund to enable you to make a donation to us in accordance with clause 6.1, to contribute towards the costs or expenses we incur by administering the CADF Fund;
 - 7.4.4 Except for material breaches — which shall include but not be limited to regulatory breaches — where there has been a breach of this Agreement by you that you have failed to remedy within 30 days of being notified of the breach by us in writing; or
 - 7.4.5 Where the Assets and Income held in a Fund have fallen below the Minimum Balance (where applicable), including due to action taken by CADF in accordance with clause 7.4.3 above, and you fail to remedy any such default within 30 days of notice from us of such default occurring.
- 7.5 We may close a CADF Fund and/or terminate this Agreement immediately if:
- 7.5.1 We know or suspect that you or anyone else is using the CADF Fund for Financial Crime purposes or in connection with the misuse of charitable funds;
 - 7.5.2 We are required to for legal or regulatory reasons, or at the direction of a regulator or by law enforcement authorities;
 - 7.5.3 We do not have the information we need to operate the CADF Fund (including information required to complete or refresh our Customer Due Diligence checks), or we believe at our sole discretion that you were not entitled to open a CADF Fund;
 - 7.5.4 You or an Authorised Signatory behave inappropriately. This includes but is not limited to being threatening or abusive towards our employees, either verbally or in writing;
 - 7.5.5 Any of the statements made by you are found to be false or misleading in any way, now or in the future — or if we have doubts about the truthfulness or adequacy of any documents or information provided;
 - 7.5.6 You have materially breached the terms of this Agreement. A material breach includes, but is not limited to, a breach of clause 16.3 (compliance with regulations clause); or
 - 7.5.7 We decide that closing the CADF Fund will allow us to better advance our Charitable Purposes.

7.6 In the event of early closure of the CADF Fund under this clause 7, we may seek to use part of your Donation to contribute towards our costs in the amounts addressed in the Schedule of Retentions.

Subject to our overriding discretion, upon closure of the CADF Fund, we will distribute the Funds in accordance with your current Distribution Suggestion. Where you do not have a valid Distribution Suggestion in place, you must provide one within 30 days. If we do not receive a valid Distribution Suggestion within this time, we will be entitled to transfer the Funds to CAF to meet our Charitable Purposes.

7.7 Subject to our overriding discretion, where we receive notice or obtain evidence to our satisfaction that you have died (and, where relevant, no Successor is appointed and able to act), become insolvent, dissolved, wound up, or in the event an administrator or receiver has been appointed (as appropriate), we will distribute the Funds in the CADF Fund in accordance with your Letter of Wishes or Distribution Suggestion.

7.8 If you are an individual and we do not hold a Letter of Wishes, we may transfer the Funds to our unrestricted funds to meet our Charitable Purposes and close the CADF Fund.

7.9 We may distribute or invest Funds from the CADF Fund for Charitable Purposes without seeking or considering your wish or Suggestion if, in our reasonable opinion, your wish, Suggestion or purported Suggestion is no longer possible, practical, or ethical – or if it does not fulfil a Charitable Purpose.

7.10 If you wish to donate further Funds after we have closed the CADF Fund, we will ask you to submit a new application form.

8 LIMITATION OF LIABILITY

8.1 You accept that any duty of care we owe regarding the Funds is owed to the Charity Recipients receiving the Funds held in the CADF Fund. You also acknowledge and accept that, as the Funds in the CADF Fund are owned by us, we owe no duty of care to you in respect of the Funds under this Agreement or in law. In addition, you acknowledge and accept that neither us nor you can foresee or contemplate any losses that can be suffered by you in respect of the Funds in the CADF Fund.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.3 Nothing in this Agreement limits or excludes either party's liability for: death or personal injury resulting from the other party's negligence; any damage or liability incurred by a party because of fraud or fraudulent misrepresentation by the other party; or for any other matter for which the limitation or exclusion of liability is prohibited by law.

8.4 Other than as provided in clause 8.3 above, neither party shall be liable for loss of anticipated savings, loss of opportunity, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

8.5 To the extent that liability is not lawfully excluded by this clause 8, the total liability of either party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise arising in connection with the performance, contemplated performance, or failure to perform under or in respect of the Agreement shall; in our case, be limited to the amount charged during the 12-month period prior to the date when the liability arose and; in your case, be limited to the greater of the amount charged or the amount of Funds held by us on your behalf in the 12-month period prior to the date when the liability arose. This liability cap does not apply to any indemnities you may be subject to in our product terms and conditions, or other documentation entered into by us and you.

8.6 Notwithstanding the expiry or early termination of this Agreement, the provisions of this clause 8 shall continue to apply without any time limit.

9 NOTICES

9.1 These should be provided to our registered office at 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4TA, and/or to cadf@cafonline.org. If we need to contact you, we will do so at the address and/or email address you provided us within the application form or as a subsequent update in writing. You must provide any new contact details to us as soon as you are able. Any notice or other communication given under or in connection with the CADF Fund shall be given by us to you personally which shall mean by post, email, in statement messages or inserts or in any other way that we choose and is appropriate and reasonable in the circumstances, and which satisfies our legal and regulatory requirements subject always to the requirements of clause 11 (Changes to terms).

- 9.2 Any notice given under or in connection with a CADF Fund will be deemed to have been served:
- If delivered by hand, at the time of delivery;
 - If sent by first-class post, at 9am on the second day after the date of posting; or
 - If sent by email, at the time of sending (unless an automatic electronic notification is received by the sender informing them that the email has not been delivered to the recipient).

10 COMPLAINTS

- 10.1 We will make every effort to resolve complaints quickly and fairly. If you have a complaint in relation to any aspect of the CADF Fund, we will follow the procedure set out in the current complaints procedure available on our website.

11 CHANGES TO TERMS

- 11.1 We may change any of the terms set out in this Agreement by providing 30 days' written notice, unless we are required to change such terms for legal or regulatory reasons. If a change is required for legal or regulatory reasons, or if any change to any provision of this Agreement is considered to be to your advantage, it may be made immediately.
- 11.2 Where you regard any proposed change as unfair or unreasonable in law, you shall notify us in writing within 30 days and give reasons for your views. We will review your concerns and respond in writing as soon as is practical, indicating whether we accept or reject them. We may discuss with you any alternatives, including termination of this Agreement, if an agreement cannot be reached between you and us.

12 DATA PROTECTION

- 12.1 You acknowledge that any information you provide us is up to date and accurate, and you will notify us of any changes to the information you hold as soon as possible.
- 12.2 You must read and be aware of our Privacy Notice, available at www.cafonline.org/privacy.
- 12.3 For the purposes of providing and operating the CADF Fund(s), we may occasionally use trusted third parties to process your Personal Data.
- 12.4 We will always comply with our obligations and procure that our trusted third parties comply with their obligations under all applicable Data Protection Legislation.
- 12.5 We will only process Personal Data for the purpose of lawfully providing the CADF Fund(s), or as otherwise expressly authorised by you.

- 12.6 To the extent that any Personal Data is required to be disclosed by us to any Supervisory Authority or pursuant to any legal requirement, disclosure will be permitted if it is made subject to adequate obligations of confidentiality.

- 12.7 Either party will promptly notify the other if they become aware of a breach of the terms of this Agreement in a way that relates to Personal Data; or if they become aware of the loss, damage or destruction of any relevant Personal Data. This must happen within 48 hours of breach. Said party will take whatever action necessary to minimise the impact of such events and prevent them from recurring. They will also provide any necessary assistance required to investigate the causes of such an incident, liaise with the Information Commissioner, or correct any breaches.

- 12.8 We will use appropriate processes to keep Personal Data or Confidential Information safe.

13 CONFIDENTIALITY

- 13.1 Both parties will keep confidential and not disclose any Confidential Information to anyone, unless this information is required to be disclosed by law or by regulation (whether or not having the force of law), or by any Supervisory Authority.
- 13.2 Each party undertakes to use any Confidential Information for nothing other than the performance of this Agreement and not otherwise for its own benefit or the benefit of any third party.
- 13.3 Neither party will make any announcement — public or otherwise — concerning the existence or terms of this Agreement without the prior written consent of the other. You may not reference, market or publicise the CADF Fund or relationship with CAF without our prior written consent. We will be entitled to approve the form and content of any publication prior to providing our consent. We will obtain your prior written consent before we use your details for our own publicity.
- 13.4 Notwithstanding the expiry or early termination of this Agreement, the provisions of clause 13 will continue to apply without any time limits.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 All Intellectual Property Rights belonging to a party before this Agreement becomes effective will remain vested in that party. If modifications to pre-existing material are inseparable from the pre-existing material, the party who owns the pre-existing material will own the modifications.
- 14.2 No Intellectual Property Rights that we are entitled to will be used by you for any purpose other than as outlined in this Agreement.

- 14.3 All Intellectual Property Rights in or arising out of or in connection with the CADF Fund will be owned by us.

15 WARRANTIES AND REPRESENTATIONS

- 15.1 You represent, warrant and undertake that:

- 15.1.1 You have full capacity and authority to enter into and perform the Agreement;
- 15.1.2 You will undertake your obligations and duties under this Agreement with reasonable skill and care within any timescales specified;
- 15.1.3 The operation of the CADF Fund will not cause us to infringe any third-party rights (including but not limited to third party Intellectual Property Rights) or any third-party item supplied directly or indirectly by you;
- 15.1.4 You have and will maintain in force all necessary memberships, licences, registrations, approvals, consents, or qualifications required by any applicable law, order or regulation necessary to perform your obligations under this Agreement; and
- 15.1.5 For organisations: you will maintain and review appropriate and proportionate internal policies and procedures in connection with the Criminal Finance Act 2017; the Modern Slavery Act 2015, the Bribery Act 2010 and Sanctions regulations — as amended from time to time — as well as any other legislation relating to bribery and corruption, tax evasion, sanctions and modern slavery.

- 15.2 We represent, warrant and undertake that:

- 15.2.1 We have full capacity and authority to enter into and perform the Agreement;
- 15.2.2 We have and will maintain in force all necessary memberships, licences, registrations, approvals, consents or qualifications required by any applicable law, order or regulation necessary to perform our obligations under this Agreement;
- 15.2.3 The operation of the CADF Fund will not cause you to infringe any third-party rights (including but not limited to third party Intellectual Property Rights) or any third-party item supplied directly or indirectly by us;
- 15.2.4 We shall keep up to date a disaster recovery and business continuity plan to ensure the continued provision of the CADF Fund in the event of any incident affecting the functioning of our organisation; and

- 15.2.5 We will maintain and review appropriate and proportionate internal policies and procedures in connection with the Criminal Finance Act 2017; the Modern Slavery Act 2015, the Bribery Act 2010 and Sanctions regulations — as amended from time to time — as well as any other legislation relating to bribery and corruption, tax evasion, sanctions and modern slavery.

16 GENERAL

- 16.1 We will maintain records in relation to the CADF Fund. All expenditures that further the Charitable Purposes of the CADF Fund will be deducted from the Funds comprising the CADF Fund and appear on those records. We will keep copies of all records, reports or statements provided to you for seven years after the CADF Fund is closed, unless other minimum or maximum time periods are required by law, regulation or guidance from a Supervisory Authority.
- 16.2 When you or an Authorised Signatory contact us or are contacted by us by phone, calls may be recorded for monitoring and training purposes.
- 16.3 In performing their obligations under this Agreement, both parties will procure that each member of their group and their sub-contractors (if any) always comply with applicable laws, statutes, regulations and codes, as amended. These include but are not limited to the Criminal Finances Act 2017, the Modern Slavery Act 2015, and the Bribery Act 2010 — as well as CAF's Modern Slavery and Human Trafficking Statement and CAF's Anti-Bribery and Corruption Standard (if you do not maintain your own).
- 16.4 We may delegate the provision of some or all of our obligations under these terms to one or more third parties as we, in our sole discretion, deem appropriate. We will remain liable for the acts and omissions of every delegate, as if the delegation had not occurred.
- 16.5 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default is only valid if it is in writing and signed by the party giving it, and only in the circumstances and for the purpose for which it was given.

- 16.6 This Agreement, including any product feature terms and conditions (as provided to you by us), constitutes the entire Agreement between parties, and supersedes any prior Agreement or arrangement in respect of their subject matter. Neither party has entered into such Agreement in reliance on any statement not expressly set out in this Agreement. The only remedies available for breach of any representation or statement made before this Agreement was entered into, and which is set out in this Agreement, will be for breach of contract. Nothing in this clause shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
- 16.7 Neither party intend that any term of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other person.
- 16.8 We do not provide regulated legal, financial, investment or tax advice. You are strongly encouraged to seek independent advice if anything is unclear.
- 16.9 Neither party will be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (which may include failure of investments held and/or default by a bank). In such circumstances, the time for performance will be extended. If this continues for a period of six months or more, either party may terminate this Agreement by giving 30 days' written notice to the other.
- 16.10 If any term of this Agreement is found by any court, body or authority of competent jurisdiction to be illegal, unlawful, void, or unenforceable, the term will be deemed to be severed from this Agreement. This will not affect the remainder of this Agreement which shall continue in full force and effect.
- 16.11 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the determination of any dispute arising out of or in connection with this Agreement, including (without limitation) in relation to any non-contractual obligations. Each party irrevocably waives any objection to the jurisdiction of those courts on the grounds of inconvenience or otherwise, and each party irrevocably agrees that a judgment or order of those courts in connection with this Agreement is conclusive and binding upon it.
- 16.12 Nothing in the Agreement and no action taken by us or you in connection with the Agreement shall constitute a partnership or agency relationship between us and any of the parties.
- 16.13 In the event of a conflict between this Agreement and the terms and conditions for any products you have with us, the feature terms and conditions take precedence, but only in relation to any conflicting terms.
- 16.14 No gift provided under this Agreement is earmarked to be used in any attempt to influence legislation within the meaning of section 4945(e) of the US Internal Revenue Code. No agreement, oral or written, to that effect has been made or will be made between the Authorised Fund Holder and CADF.
- 16.15 A Donor shall not suggest, and CADF shall not use, any portion of the Fund to influence the outcome of any specific election for candidates to public office, to carry on any voter registration drive except as provided in section 4945(f) of the US Internal Revenue Code, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, and generally not to take any other action inconsistent with section 501(c)(3) of the US Internal Revenue Code and/or the laws of England and Wales relating to charities and Charitable Purposes.
- ## 17 LIMITATIONS ON DISTRIBUTIONS
- 17.1 The following limitations apply to all Distributions from the CADF Fund:
- 17.1.1 Prohibited Distributions from CADF Fund. Distributions from the CADF Fund shall not be made to any 'natural person', 'private foundation' or 'disqualified supporting organisation,' (as such terms are defined in the US Internal Revenue Code) nor shall any CADF Fund make a grant, loan, compensatory payment, expense reimbursement or similar payment to an Authorised Donor, a designated Donor Advisor, a 'family member' of any of them or a '35-percent controlled entity' (as defined in the US Internal Revenue Code).
- 17.1.2 More than Incidental Benefits. No Distribution may be made for which any Authorised Donor or Donor Advisor (as defined by the US Internal Revenue Code) will receive a more than incidental benefit including, but not limited to, the payment of tuition, admission to an event, meals, merchandise and other items.

17.1.3 No Illegal Activity. You shall not suggest Distributions that you know or have reason to know are intended to be used for: (i) illegal purposes; or (ii) purposes inconsistent with the purpose stated by you to us on the grant suggestion form or in any accompanying Form provided to us.

17.1.4 Regulatory Compliance. You shall not make a Suggestion to us that you know will violate the Foreign Corrupt Practices Act, the USA PATRIOT Act, or other laws applicable to the USA. You will disclose fully to us any information about the circumstances of any Suggestion that would provide reason to believe it might violate such laws, so that we can make our own determination as to whether such a Suggestion would be permissible (again, as such terms are defined in the US Internal Revenue Code).

18 CADF'S AUTHORITY TO DISTRIBUTE

18.1 Without prejudice to the more general provisions of clause 2, we may, in the following circumstances, distribute all or part of the CADF Fund for Charitable Purposes without seeking or having regard to your wishes or Suggestion:

18.1.1 To the extent applicable law and regulation requires, a minimum Distribution from a CADF Fund to be made each year and you have failed to provide such Distribution Suggestion on our request; or

18.1.2 Where in our reasonable opinion, your capability or capacity to complete any or all of the Forms or otherwise make a Suggestion or express a wish on how the Assets and Income (if applicable) should be distributed is in doubt.

CADF: FEATURES

19 GIFT AID — GENERAL

19.1 Gift Aid means the amount equal to UK basic-rate Income Tax that can be claimed by CADF on a gift of cash made by a UK taxpayer. The Donor must have paid at least the value of the amount being claimed in UK Income Tax and/or Capital Gains Tax during the UK tax year in question, and must have provided to CADF a Gift Aid declaration to this effect in the form required by HMRC.

19.2 We will claim Gift Aid in respect of a Donation from an eligible person who has provided a valid Gift Aid Declaration for an eligible CADF Fund. We will apply the amount received from HMRC in respect of that Gift Aid claim to the CADF Fund as if it were a further Donation to the CADF Fund for the purposes of this Agreement.

19.3 We draw your attention to clause 6.1.3 of this Agreement above, which entitles us to recover any sums of money from the CADF Fund which may need to be paid to HMRC for any reason in relation to the CADF Fund (including, without limitation, costs caused by infringements of any requirements, including the 'benefits rules', that apply to Gift Aid).

19.4 Where we hold a valid Gift Aid Declaration, we will automatically claim Gift Aid in respect of a Donation of cash to the CADF Fund when your Donation is made. It is your responsibility to let us know if your circumstances have changed prior to making a Donation and you have not paid sufficient UK Income Tax and/or Capital Gains Tax to cover the claim in the year of Donation. Gift Aid claims cannot be reversed once submitted to HMRC. We accept no liability for any additional tax you are responsible for paying, for example, if you have not paid enough tax that year.

19.5 We can claim Gift Aid in respect of Donations to the CADF Fund in the past four UK tax years. We can process these retrospective claims if we have sufficient notice. We accept no responsibility for claims requested outside of the claims window or being unable to process these claims before the window closes.

19.6 Gift Aid can be claimed on gifts made in foreign currency as well as British Pound Sterling.

19.7 You can claim higher-rate tax relief or additional-rate tax relief on the value of your Gift Aid grossed up Donation, again up to the last four UK tax years.

19.8 We are not responsible for the timing or amounts of Gift Aid paid to us by HMRC as they are outside of our control.

20 AUTHORISED FUND HOLDERS AND AUTHORISED DONORS

20.1 You can submit a Suggestion to add a limited number of individual Authorised Fund Holders that you have a relationship or connection with, provided they are approved by us. They will have the same ability to suggest actions on the CADF Fund as you do. These additional Authorised Fund Holders must remain in place for a minimum of two years from their date of appointment and must accept the same terms and conditions as you did.

20.2 You can submit a Suggestion asking us to accept Funds from a limited number of Authorised Donors that you have a relationship or connection with, provided they are approved by us. Authorised Donors have no ability to suggest actions on the CADF Fund but have limited ability to fund the CADF Fund on your behalf.

- 20.3 You will be solely responsible for advising all Authorised Donors about the nature of a CADF Fund in accordance with clause 1 of this Agreement. This means all Funds donated to the CADF Fund by an Authorised Donor constitute an irrevocable and outright gift to us. Once a Donation has been made to the CADF Fund, it cannot be repaid to you or the Authorised Donor.
- 20.4 Authorised Donors are also subject to Customer Due Diligence requirements, as set out in clause 4 of this Agreement.
- 20.5 You may also submit a Suggestion that we receive Funds into the CADF Fund from your wealth manager, Donor Advised Fund provider or Payroll Giving Agency, identifying their exact full name. This will allow us to carry out due diligence on the wealth manager, Donor Advised Fund provider or Payroll Giving Agency as required. You must make sure the wealth manager, Donor Advised Fund provider or Payroll Giving Agency has given their consent for us to carry out our due diligence and will provide us with any necessary information.

21 FOREIGN CURRENCY DONATIONS

These terms apply if you wish to donate Funds and make Distributions from the CADF Fund in a Foreign Currency accepted by us.

- 21.1 If future Distributions to Charity Recipients are denominated in a Foreign Currency, Donations to the CADF Fund may, at our discretion, be made and held in that Foreign Currency.
- 21.2 We will retain your Donation in the relevant currency, and Distributions to Charity Recipients may be denominated in that currency with the Charity Recipients receiving the currency of their choice, subject to our banker and/or payment service provider being able to remit in the currency.
- 21.3 We cannot speculate in currency markets with the Funds held in the CADF Fund. Funds donated to us may only be held in a Foreign Currency to hedge future Distributions to Charity Recipients in that currency. Consequently, the transfer of Funds between accounts in different Foreign Currencies is not permitted, except where required to facilitate a specific Distribution, at our discretion.
- 21.4 If we arrange the sale of one Foreign Currency and the purchase of another as set out in clause 21.3 above, we cannot guarantee a fixed exchange rate for such transactions. The values deducted from the CADF Fund denominated in the currency sold and added in the currency purchased will reflect the exchange rate our banker offers us when we authorise the transaction with them, net of any fees or commission they charge us.

- 21.5 We cannot enter into forward currency contracts for Funds held in Foreign Currencies.
- 21.6 For the avoidance of doubt, we have absolute discretion over the currency in which Donations to us are retained and held. We may, if we believe it to be in our best interests, sell Funds held by us in a CADF Fund in a Foreign Currency and/or purchase another Foreign Currency without consulting you.
- 21.7 Where we suffer the deduction by our bankers of interest because of negative credit interest rates on Funds held in the relevant Foreign Currency, we reserve the right to deduct negative credit interest from the CADF Fund held in the relevant currency. The negative credit interest we deduct from the account will be the equivalent of the value charged to us for holding such Funds.
- 21.8 Retentions by us referred to in these terms and conditions and in the Schedule of Retentions are the same for all accounts irrespective of denomination and may be deducted from the relevant CADF Fund.

22 NON-CASH DONATIONS

At our sole discretion, we agree to accept a Suggestion for Donations of non-cash assets, called 'Gifted Assets', throughout these terms, subject to the necessary checks and statutory and/or regulatory limitations.

- 22.1 When you send a Suggestion, it constitutes an offer by you to sell or transfer to us, on the terms of this Agreement, the Gifted Asset to which the Suggestion relates.
- 22.2 When we accept a Suggestion, we will issue a written acceptance. If we do not issue this acceptance, it means we do not accept the Suggestion.
- 22.3 You will:
- 22.3.1 Comply with your obligations under the Agreement and any applicable law and regulations; and
- 22.3.2 Give us access to documentation and information about the Gifted Asset as needed and suggested with reasonable notice, including, but not limited to, proof of ownership, documents of authenticity and, where we have agreed for you to sell the Gifted Asset on our behalf, proof of sale.
- 22.4 Once the Gifted Asset has been accepted by us and transferred in whole or in part, and legally and/or beneficially, to us, it cannot be returned to you and, unless otherwise agreed by us, you will have no further right to or interest in the beneficial value of the Gifted Asset or any return or Income accruing thereto.

- 22.5 Where any Income or return, or similar, accruing to the Gifted Asset is received by you or your representative after the date on which we have accepted the Gifted Asset, you will hold, or will ensure that your representative holds, the Income or return, or similar, on trust for us and to our order. You will make sure that any such Income or return, or similar, is transferred to us within 14 days of receipt.
- 22.6 Where a Gifted Asset has been beneficially transferred to us but is held or administered by you or your representative, you will hold or administer the Gifted Asset on trust for us and to our order. You agree to exercise any rights and powers vested in you in relation to the Gifted Asset as directed by us and procure that any representative exercises any rights and powers regarding the Gifted Asset as directed by us.
- 22.7 You agree that we may use part of your Donation into the CADF Fund for our own charitable purposes, to contribute towards the costs and any losses (of whatever nature), expenses, including any third party fees that we incur in connection with any Gifted Asset as well as all costs and charges incurred by us in the transfer, sale, maintenance, insurance and/or upkeep of any Gifted Asset, as addressed in the Schedule of Retentions.
- 22.8 We do not provide legal, financial, investment or tax advice. You are strongly encouraged to seek independent advice before transferring any Gifted Asset to us if anything is unclear.
- 22.9 Where we have agreed to accept the Donation of a Gifted Asset, both parties will undertake the transfer of the Gifted Asset as soon as is reasonably practicable.
- 22.10 Where we have agreed to sell the Gifted Asset and transfer the proceeds of sale to the CADF Fund in question, we will undertake the sale as soon as is reasonably practicable.
- 22.11 You agree, accept, and understand that we accept no responsibility or liability in respect of achieving a particular price or value for the Gifted Asset, and that a sale may, therefore, be made below the value of the Gifted Asset at the time it was transferred to us.
- 22.12 Notwithstanding clause 22.11 above, where we have agreed to purchase the Gifted Asset from you at below market rate (gift of the gain), you accept and understand that we will not pay you more than the actual proceeds received in respect of the sale of the Gifted Asset, which may be less than the originally agreed purchase price.
- 22.13 All Intellectual Property Rights in and to the Gifted Asset will be transferred to us as part of the transfer of the Gifted Asset. You warrant and represent to us that you hold all legal and beneficial rights to and title in such Intellectual Property Rights.
- 22.14 You will indemnify and hold us harmless on a continuing basis against any third-party claim of breach of their Intellectual Property Rights in respect of or in relation to the Gifted Asset. This indemnity is not subject to the limitation of liability in clause 8.5 of this Agreement.
- 22.15 You represent, warrant and undertake that:
- 22.15.1 The contents of all documentation and information you or someone on your behalf provides us with in respect of the Gifted Asset is in all respects true and accurate, and is not in any way misleading;
- 22.15.2 You will undertake your obligations and duties under the Agreement with reasonable skill and care within any timescales specified by us; and
- 22.15.3 The transfer to us of the Gifted Asset and any subsequent use or sale by us of the Gifted Asset will not cause us to infringe any third-party rights (including, but not limited to, third party Intellectual Property Rights).
- ## 23 RECEIVE PAYROLL GIVING DONATIONS
- 23.1 The CADF Fund may receive Donations from Payroll Giving. Payroll Giving Donations are not eligible for Gift Aid.
- ## 24 RECEIVE MATCHING DONATIONS
- 24.1 The CADF Fund may receive matching Donations from your employer wishing to enhance the Payroll Giving scheme.
- ## 25 APPOINTMENT OF SUCCESSOR
- 25.1 Where you have selected the Premier Fund (and you are an individual), you may suggest the appointment of a Successor to operate the CADF Fund in the event of your death or permanent incapacity. We will provide a process for you to do this and you must obtain the consent of the relevant Successor. On receipt of formal notification of your death or permanent incapacity, the appointed Successor will acquire your rights and obligations under this Agreement and become an Authorised Fund Holder.
- 25.2 Where an Authorised Signatory is appointed to act for or alongside you in operating the CADF Fund, they will not have the authority to revoke or amend the appointment of a Successor.

26 LETTER OF WISHES

- 26.1 You, (where you are an individual) may suggest how you wish us to distribute the Funds (and Income, if applicable) in the CADF Fund for Charitable Purposes after your death in a Letter of Wishes.
- 26.2 Only one Letter of Wishes may apply to the CADF Fund at any one time. Any amendments or revocation of a Letter of Wishes must be made in accordance with the process we provide and be signed by all Authorised Fund Holders in order to take effect.
- 26.3 The Letter of Wishes will take effect only in the event of the death or permanent incapacity of all Authorised Fund Holders.
- 26.4 Where an Authorised Signatory is appointed to act for or alongside you in operating the CADF Fund, they will not have the authority to revoke or amend a Letter of Wishes.

27 FUNDING THROUGH DEEDS OF VARIATION

- 27.1 If you are a named beneficiary of a Will and you execute a Deed of Variation in our favour, we will distribute the Funds for Charitable Purposes in accordance with this Agreement. A Letter of Wishes, or wishes expressed in the Deed of Variation, is subject to CAF's absolute discretion, and any additional regulatory checks that may be necessary.

28 INVESTMENT: SEGREGATED PORTFOLIO

- 28.1 Where you have selected the Premier Fund, these terms apply if you suggest investment of your Donations to the CADF Fund. Any reference to 'Funds' in this Agreement can be read as 'Funds and/or Income'. Where you have selected the Premier Fund, you may submit a Suggestion that we open a Segregated Portfolio.
- 28.2 You acknowledge that any invested Funds are our sole property, and that we are the client of the investment manager. You will not, and will not attempt to, provide instructions to the investment manager directly in respect of the account held by the investment manager for us that comprises all or part of the assets forming the CADF Fund, or in respect of any other part of our relationship with the investment manager.
- 28.3 At no time will you (or any Connected Person) be able to derive any benefit from the Funds or Income in the CADF Fund, including, but not limited to, receiving preferential and/or reduced fees and charges on personal assets managed by the appointed investment manager as a result of, or in connection with, our appointment of the investment manager under this Agreement.

28.4 You shall:

- 28.4.1 Ensure that any proposed portfolio performance, benchmarks or similar, are suitable to meet the intended philanthropic aims of the Fund, including, but not limited to the intended liquidity or Income delivery of the portfolio; and
- 28.4.2 Ensure that, where you feel that you need investment advice before making this Suggestion to us, you have sought independent professional investment advice.
- 28.5 You are responsible for ensuring that the performance of the portfolio is sufficient and suitable to meet your philanthropic aims over the period that the investment manager is appointed for.
- 28.6 If, during the term of the investment manager's appointment in respect of all or part of the assets comprising the CADF Fund, you no longer believe the assets are being managed in a way that meets your philanthropic aims, you can suggest for us to terminate the appointment and/or liquidate all or part of the assets. We will, subject to our absolute discretion and the terms of this Agreement, take your wishes into account.
- 28.7 Our role:
- 28.7.1 You understand and accept that we are unlikely to seek any professional investment advice as part of deciding to accept any investment Suggestion you make, and that you are not relying on us to do so.
- 28.7.2 You understand and accept that we may appoint a discretionary manager and on such terms as we may determine in our absolute discretion. As any invested Funds are our sole property and we are the client of the investment manager, any terms will be negotiated on our behalf as a whole. We will be unable to take into account any terms you may have negotiated on personal or other monies with the proposed investment manager, unless those terms would also be acceptable to us and the manager is prepared to extend them to all other CADF Funds that it is managing or may manage in the future.
- 28.7.3 You understand and accept that we can terminate the appointment of the discretionary manager at any time in respect of all or part of the portfolio, and/or liquidate all or any part of the assets comprising the portfolio, at our absolute discretion.

28.7.4 You understand and accept that any monitoring or review that we undertake of the performance of the investment manager and/or any relevant third-party custodian in order to meet our legal or regulatory requirements will be carried out from the perspective of our overall assets, and will not have any particular needs of or impact on the CADF Fund and philanthropic aims in mind.

28.7.5 You understand and accept that any investment manager appointed by us in respect of a Segregated Portfolio will be appointed on a fully discretionary basis only, and so, for example, we will not be able to give the investment manager instructions on the sale or purchase of any particular investment within the portfolio.

28.7.6 You agree that we may seek to use part of your Donation to contribute towards the costs and any losses (of whatever nature), expenses, including any third-party fees that we incur in connection with the purchase, sale and/or maintenance of the investment.

29 INVESTMENT OPTIONS

29.1 Where you have selected the Premier Fund, these terms apply if you suggest investment of your Donations to the CADF Fund. Any reference to 'Funds' in this Agreement can be read as 'Funds and/or Income'.

29.2 Your obligations and rights

29.2.1 You can make an investment Suggestion that sets out how you wish us to invest the Funds and/or Income at any time, and by such means we make available.

29.2.2 You accept that we do not engage in trading investments or offer a broking or share dealing service. However, we are willing to accept Suggestions to hold investments for appreciation or sale. In doing so, all such Suggestions are subject to our agreement based on:

- a) The nature of the Suggestion; and
- b) You providing accurate and complete information.

You also accept that we have no control over timing or terms of any such purchase or sale.

29.2.3 If no investment Suggestion is made, we will manage the Funds and/or Income as per clause 2.2 of this Agreement.

29.2.4 You acknowledge that extreme circumstances, such as counterparty default, may result in the value of the Funds and/or Income decreasing.

29.2.5 You may make investment Suggestions for us to consider at our sole discretion.

29.2.6 The investment Suggestion will only be deemed to be acceptable to us when we issue a written acceptance.

29.3 You will:

29.3.1 Ensure that there are sufficient cash assets in the CADF Fund, that are not already committed, or intended to be committed, to any Distribution programme, to purchase the investment in the amount suggested in the investment Suggestion;

29.3.2 Make sure, where you feel that you need investment advice before making this Suggestion to us, you have sought independent professional investment advice; and

29.3.3 Accept that you are responsible for making sure the investment suggested, and the performance of this investment over time, is sufficient and suitable to meet your philanthropic aims over the period that the investment is held.

29.4 Our role

29.4.1 You understand and accept that we do not provide investment advice, or financial intermediary or brokerage services, of any kind. You understand and accept that we are unlikely to seek any professional investment advice as part of deciding to accept any investment Suggestion you make, and you are not relying on us to do so.

29.4.2 You understand and accept that any monitoring or review that we undertake of the performance of the investment in order to meet our legal or regulatory requirements will be carried out from the perspective of our overall assets, and does not have in mind any particular needs of or impact on the CADF Fund, philanthropic aims and/or the maintenance of your initial Suggestion as to asset and/or investment allocation of the assets invested.

29.5 Purchasing and selling the investment

29.5.1 Where we have agreed to accept an investment Suggestion, we will action the Suggestion as soon as is reasonably practicable, given our legal and regulatory requirements.

- 29.5.2 You agree, accept, and understand that we accept no responsibility or liability in respect of achieving a particular price or value in or for the investment over and above the specific number of units, shares, or stocks set out in the investment Suggestion in question (if any).

30 THIRD-PARTY COSTS

- 30.1 You agree that we may retain from the CADF Fund any Retention including any currency and third-party costs addressed in the Schedule of Retentions that we incur or become due to third parties in connection with the operation and administration of the CADF Fund.

DEFINITIONS

Agreement

This Agreement, any product feature terms and conditions relating to the CADF Fund, any Suggestions, the Forms, and the Schedule of Retentions, together represent the agreement between you and us.

Authorised Fund Holder

The individual(s) who, or organisation that, opens a CADF Fund and/or assumes all of the rights and obligations under our Agreement.

Authorised Donor

An individual or entity donating Funds to the CADF Fund, as authorised by CADF.

Authorised Signatory

Anyone you appoint to administer the CADF Fund and make certain Suggestions on your behalf.

CAF

The Charities Aid Foundation, an unincorporated charitable trust (registered with the Charity Commission for England and Wales, registration number 268369). Where applicable, 'CAF' means the Trustees of the Charities Aid Foundation and anyone acting with their authority.

CAF America

Charities Aid Foundation America, which is a Delaware nonstock corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the 'Code') and classified by the Internal Revenue Service as a public charity under Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code, with EIN:43-1634280.

CADF

Southampton Row Trust Limited (operating as CAF American Donor Fund), a charitable company (registered with the Charity Commission for England and Wales, registration number 1079020) acting for itself and on behalf of CAF America.

CADF Fund

The fund you requested CADF to open in the application form, referred to in Clause 1.1 of this Agreement, the nature of which is set out in clauses 1.2 and 1.3 of this Agreement, including any additional features or options.

CAF group

CAF and any subsidiary companies or unincorporated organisations and any subsidiaries of those subsidiary companies or unincorporated organisations under our control from time to time.

Care of CADF Fund

A CADF Fund opened prior to your death that we may, at our discretion, agree to manage after your death in accordance with your Letter of Wishes or other Suggestion.

Charitable Purposes

This is as defined in English law under section 2 of the Charities Act 2011 (as amended or superseded) and the charitable purposes defined in Section 501(c)(3) of the United States Internal Revenue Code.

Charity Recipients

An organisation verified by us that is eligible to receive funds for Charitable Purposes.

Confidential Information

All information provided by one party to the other in connection with the Agreement, except:

- a) All information that is in, or comes into, the public domain; and
- b) Information that the party seeking to rely on the information can show was properly and lawfully in its possession, prior to it being disclosed by the other party in connection with the Agreement.

Connected Person

A spouse, close relative or any other person HMRC would regard as connected to you.

Customer Due Diligence

Our obligation to collect, validate and update details to prevent Financial Crime, and for other regulatory purposes. This includes:

- a) Personal information and data that allow us to validate an individual's identity using our identity checks;
- b) Information about incorporated businesses, unincorporated businesses, charities, trusts or similar entities, allowing us to validate that entity, including the entity's beneficial ownership and control;
- c) Information on the nature and purpose of the relationship being created or continued; and
- d) The source of the funds being donated to us, and the underlying source of wealth that generated these funds.

Data Protection Legislation

Any current UK legislation and/or regulations (including all subordinate legislation) that protects individuals and privacy when personal data is processed, or when data is moved.

Deed of Variation¹

A legal document that can vary the terms of a Will.

Distributions

Cash paid out from the CADF Fund to a Charity Recipient.

Donation

A gift made to CADF under clause 1.2 of this Agreement into the CADF Fund. References to Donations or Donors may also be known as contributions or contributors within the US.

Financial Crime

Money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, violation or evasion of economic or trade sanctions and/or violations, or attempts to circumvent or violate any laws or regulations relating to these matters.

Foreign Currency

Any currency other than British Pound Sterling (GBP).

Forms

Any form supplied by us to you from time to time.

Funds

Donations of cash or non-cash assets donated to the CADF Fund by you, or on your behalf.

Gift Aid

The amount equal to basic-rate tax that we can claim on a gift made to us by a UK taxpayer.

Gift Aid Declaration

A declaration completed by a UK taxpayer as required by HMRC stating they have paid at least sufficient Income Tax and/or Capital Gains Tax to cover the value of the amount of Gift Aid being claimed during the tax year in question.

Gifted Asset

A non-cash asset that we may agree to accept.

Give As You Earn

Our payroll giving solution that provides the infrastructure to allow employees to give effectively to charitable causes.

Group Organisation

In relation to a company or a trust, that company or trust, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

HMRC

His Majesty's Revenue & Customs.

Income

Any earnings, dividends or interest that accrues on the Funds in a CADF Fund.

Intellectual Property Rights

All rights in patents, trademarks and service marks (including associated goodwill), designs, trade or business names, trade addresses, copyrights, authorship or artists' rights, topography rights and databases (whether or not any of these are registered and including applications for registration of any such thing), and all rights or forms of protection of a similar nature to any of above which may subsist anywhere in the world.

Letter of Wishes¹

Your suggestion to us to distribute Funds for Charitable Purposes upon your death.

Minimum Balance

Means the applicable minimum balance for the CADF Fund type, as addressed in the Schedule of Retentions from time to time.

Minimum Term

Means the applicable minimum term for the CADF Fund type, as addressed in the Schedule of Retentions from time to time.

Payroll Giving

The method through which employees, and people who receive their company or personal pension through Pay As You Earn, can make regular payments to charity directly from their pay before tax is deducted.

Personal Data

This is defined by Data Protection Legislation.

Premier Fund

A Fund for which the Donor receives the additional options set out in clauses 28 and 29 of this Agreement following successful application for such in the relevant Form.

Privacy Notice

The document that explains how we use and process your data — available at cafonline.org/privacy.

Retentions

Retentions are amounts that we may seek to retain from some of the Donation we receive under clause 1.2 of this Agreement for our own charitable purposes to contribute towards the costs we incur in respect of administering the CADF Fund and processing any Donations, pursuant to Clauses 6.1, 7.4, 7.6, 22.8 and 30 of this Agreement. The Retentions are not compulsory. You can if you wish opt out of the Retentions by notifying CADF in writing within 30 days of your Donation and CADF will then not make Retentions from the day after we receive notice from you that you wish to opt out of Retentions. However, CADF would ask that you bear in mind your support is important to the successful operation of the Fund.

Suggestion

Any suggestion by you made to us that at our discretion we deem valid and acceptable in the context of any monetary thresholds that may apply and in accordance with our general authority. This includes, but is not limited to: appointment forms, grant suggestions, investment suggestions, and gifts of assets.

Schedule of Retentions

This schedule sets out where we may seek to retain some of the donation we receive under clause 1.2 of this Agreement for our own charitable purposes to contribute towards the costs we incur in respect of administering the CADF Fund and processing any Donations. We will make this schedule available to you and may update it from time to time.

Segregated Portfolio

A portfolio of donated funds managed by an approved third-party discretionary investment manager appointed by us.

Supervisory Authority

Any competent regulatory authority including, but not limited to: the Financial Conduct Authority (or any successor organisation), the Information Commissioner's Office, HMRC, and the Charity Commission. It also includes any equivalent financial services, law enforcement, or privacy authority in any other jurisdiction in which the CADF Fund(s) are provided (for example, the IRS) or the Personal Data is processed.

Successor¹

Anyone over the age of 18 validly appointed by you to assume your rights and responsibilities under this Agreement in place of you in the event of your death or permanent incapacity. This includes any person or persons appointed in turn by such person or persons in their place.

UK

United Kingdom.

US

United States of America.

¹Applicable to individuals only