

## DONOR GIFT AGREEMENT

This Donor Gift Agreement (the “Agreement”) is made and entered into effective as of [DATE] (the “Effective Date”), by and between the Positive Impact Fund for Tiger Charities, Inc., a Delaware charitable nonstock corporation (“PIF”) and \_\_\_\_\_ (“Donor”) (collectively the “Parties” and each individually a “Party”), and, in consideration of the mutual promises set forth below, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### SECTION 1. GIFT, PURPOSE, AND DONOR RECOGNITION.

1.1 Gift. The Donor agrees to make a cash gift of \$\_\_\_\_\_ (the “Gift”). The Donor hereby acknowledges that this Gift shall be a legally binding obligation.

1.2 Purpose of Gift. Unless otherwise specified, the Gift will be used for general support of educational and charitable activities of PIF without restriction, including but not limited to, engaging student athletes in Name, Image, and Likeness (“NIL”) contracts to compensate student athletes for the use of their names, images, and likenesses in support of the community charities.

#### 1.3 Donor Recognition.

- The Donor acknowledges that the Organization may publicly recognize the Gift and/ or the Donor.
- The Donor wishes to remain anonymous.

#### 1.4 Tax Exempt Status Pending.

(a) The Corporation represents that it is in the process of applying for Internal Revenue Service (“IRS”) recognition of tax-exempt status as an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) and classified as a public charity under Section 509(a) of the Code.

(b) The Donor acknowledges that it does not have advance assurance of deductibility because PIF’s tax exemption is pending.

(c) If PIF ultimately qualifies for exemption, PIF will provide to Donor a contemporaneous written acknowledgement in accordance with the requirements under Code Section 170 and the related Treasury Regulations. Alternatively, if PIF ultimately does not qualify for exemption, then the contribution will not be tax deductible.

(d) PIF further represents and warrants that no goods or services were provided to the Donor in exchange for the Gift.

1.5 Entire Agreement and Modification. This Agreement constitutes the entire legal agreement between the parties relating to the subject matter hereof. Modifications to this Agreement shall only be effective upon a written agreement signed by both Parties.

1.6 Governing Law. This Agreement will be governed by the laws of the State of Delaware without regard to provisions regarding conflict of law. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

POSITIVE IMPACT FUND FOR  
TIGER CHARITIES, INC.

By \_\_\_\_\_

Name:

Title:

DONOR:

\_\_\_\_\_