

**Us TOO International, Inc.**

**Policies and Procedures for Support Groups**

These Policies and Procedures for Support Groups (these “Policies”), effective as of June 14, 2019 (the “Effective Date”), govern the relationship between Us TOO International, Inc., an Illinois not-for-profit corporation providing prostate cancer education, advocacy and support services (the “Home Office”) and each prostate cancer Support Group (as defined in Section 1 below). They were developed at the recommendation of legal counsel in order for Us TOO to function smoothly, comply with applicable laws and maintain its 501(c)(3) tax exempt status.

**Table of Contents**

	<b><u>Page</u></b>
<b>1. Support Groups.....</b>	<b>1</b>
<b>2. Services Provided by the Home Office.....</b>	<b>1</b>
<b>3. Privileges &amp; Obligations of the Support Group.....</b>	<b>2</b>
<b>4. Donations and Fundraising Generally .....</b>	<b>4</b>
<b>5. Donations and Fundraising With the Home Office’s Tax ID .....</b>	<b>4</b>
<b>6. Expenditures.....</b>	<b>6</b>
<b>7. Term and Termination.....</b>	<b>7</b>
<b>8. Miscellaneous.....</b>	<b>8</b>

**1. SUPPORT GROUPS.** A “Support Group” is an organization or informal group of individuals that has requested to be a Support Group and has been listed on the Support Group Roster by the Home Office. Each Support Group is subject to the terms and conditions of these Policies and has the rights, privileges and responsibilities of a Support Group as set forth in these Policies. A newly formed support group shall become a Support Group subject to these Policies when the Home Office has listed it on the Support Group Roster located at <https://www.ustoo.org/Support-Group-Near-You> (as may be updated from time to time, the “Support Group Roster”). Organizations in existence and listed on the Support Group Roster as of the Effective Date shall be deemed to have accepted recognition as a Support Group unless a representative of the Support Group notifies the Home Office, within thirty (30) days following the date these Policies are made available to such organization, that such organization does not wish to continue as a Support Group. Upon receipt of such notice, the Home office will remove the Support Group from the Support Group Roster.

These Policies govern the relationship between the Home Office and each Support Group. Except for the Home Office and the Support Groups, no other organization, group or individual shall have any rights under these Policies. For the avoidance of doubt, the Home Office is, and shall remain, a legal entity separate and apart from each Support Group as set forth in Section 8.2.

**2. SERVICES PROVIDED BY THE HOME OFFICE**

2.1 No Dues. No dues will be payable to the Home Office.

2.2 Services Provided by the Home Office. The Home Office will serve as an active resource center and facilitate the development of the Support Groups by:

- (a) listing each Support Group and its designated contact person on Support Group Roster and referring individuals to the Support Groups for assistance;
- (b) making the Us TOO Name (as defined in Section 3.1) available for use by the Support Groups, as subject to the terms of Section 3.1;
- (c) granting the Support Groups access to certain portions of the Home Office's website that are reserved for Support Group leaders;
- (d) providing training opportunities for Support Group leaders;
- (e) providing advice to the Support Groups regarding prostate cancer-related advocacy, media opportunities, fundraising, support group management or otherwise; provided, however, that the Home Office may in its reasonable discretion decline to offer advice for any reason and shall not be deemed to be in violation of these Policies by reason of such refusal. For the avoidance of doubt, the Home Office shall not have any obligation to provide, or to arrange for the provision of, legal advice to any Support Group;
- (f) providing assistance and resources for joint fundraising activities, as may be agreed in writing by the Home Office and a Support Group from time to time; and
- (g) permitting the Support Groups to use the Home Office's Employer Identification Number (the "Tax ID") in connection with the Support Groups' solicitation of tax-deductible contributions, subject to the terms of Section 4.

### **3. PRIVILEGES & OBLIGATIONS OF THE SUPPORT GROUP**

#### **3.1 Conditional License to Use the Us TOO Name; Ownership.**

(a) The Home Office grants each Support Group a revocable, non-exclusive, royalty-free, fully paid, worldwide, non-transferable, non-assignable, non-sublicensable right and license during the Term to use the name "Us TOO" together with an identifier for the local Support Group, for example "Us TOO - [Support Group Name]," and the Home Office's logo set forth on Exhibit B (together, the "Us TOO Name") solely in connection with the activities expressly authorized under these Policies and only as approved in writing by the Home Office. Each Support Group shall use the Us TOO Name in full compliance these Policies and all other rules and quality standards prescribed from time to time by the Home Office and only in the form, style, color, design and manner and with appropriate legends and notices as prescribed from time to time by the Home Office. Upon the Home Office's request, the Support Group shall provide the Home Office with samples of any Support Group usage of the Us TOO Name. The Home Office may terminate a Support Group's status as a "Support Group" at any time pursuant to Section 7 if these Policies and such rules and quality standards are not followed.

(b) Except as otherwise provided in these Policies, nothing in these Policies shall be construed as an assignment or grant to any Support Group of any right, title or interest in or to the Us TOO Name, and all rights relating thereto are reserved by the Home Office. Each Support Group shall not at any time acquire rights in the Us TOO Name by virtue of any use it may make of the Us TOO Name. Each Support Group shall not challenge, question or attack the title or any rights of the Home Office in and to the Us TOO Name, or challenge, question or attack the validity of this license for the use of the Us TOO Name or do anything which would jeopardize or diminish the Home Office's rights to or the value of the Us TOO Name.

3.2 Mission Commitment; Purpose. The sole and exclusive purpose of each Support Group shall be to advance the mission statement of the Home Office, as amended from time to time (the "Purpose"). As of the Effective Date, the mission statement is as follows:

The mission of Us TOO is to provide educational resources and support services to those affected by prostate cancer to help them learn how to fight this disease. The power of Us TOO is in helping men and those who love them by transforming resignation into determination and fear into hope.

3.3 Service Provision. Each Support Group must conduct an on-going prostate cancer support group that:

- (a) is free and open to the public; and
- (b) meets regularly, at a frequency to be reasonably determined by each Support Group, but in no event less than six (6) times per year.

3.4 Lead Contact. Each Support Group shall designate a member to serve as the primary contact person for the Support Group (such person, the "Lead Contact"). The initial Lead Contact shall be the person identified in the Support Group Roster. In the event that the Lead Contact ceases to act as such, the Support Group shall promptly appoint a successor and notify the Home Office in writing.

3.5 Compliance. Each Support Group shall fully comply with (a) the terms of these Policies, (b) all standards promulgated by the Home Office, as may be set forth and amended from time to time at the Home Office's sole discretion (the "Standards"), the terms of which shall become incorporated by reference herein without further action by the Home Office or any Support Group, and (c) applicable law, including the laws of the applicable Territory (as defined below). Each Support Group shall promptly notify the Home Office in the event it becomes aware of a violation of, or noncompliance with, these Policies or applicable law.

3.6 Support Group Information. The Support Group shall complete the information necessary for the Support Group Roster, and shall promptly notify the Home Office of any changes to the information provided therein.

3.7 Annual Re-certification. At least once per year, the Home Office will attempt to contact the Lead Contact to confirm the continued existence of the Support Group and correctness of the information on the Support Group Roster.

3.8 Inactive Support Group. A Support Group shall be deemed an “Inactive Support Group” if (a) the Home Office is unable to reach the Lead Contact after making reasonable efforts to do so, and (b) the Lead Contact fails to respond within thirty (30) days to a written request from the Home Office seeking confirmation that the Support Group remains an active organization.

#### **4. DONATIONS AND FUNDRAISING GENERALLY**

**SO LONG AS A SUPPORT GROUP IS NOT SOLICITING TAX-DEDUCTIBLE DONATIONS OR CONTRIBUTIONS USING THE HOME OFFICE’S TAX ID (AS DEFINED BELOW), THE PROVISIONS OF SECTIONS 4, 5 AND 6 OF THESE POLICIES SHALL NOT APPLY TO SUCH SUPPORT GROUP.**

Contributions to a Support Group will not be tax-deductible for the donor unless the Support Group is duly qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (a “§501(c)(3) Organization”), or uses the Home Office’s Tax ID (as defined below) to fundraise and accept donations that are tax-deductible. On the advice of legal counsel, the Home Office has implemented the Policies set forth in Sections 4 through 6 in order to comply with certain laws and regulations relating to fundraising and the acceptance of tax-deductible donations, contributions or gifts of any kind by the Home Office and the Support Groups. It is essential to the mission of the Home Office that it continues to be entitled to accept tax-deductible contributions. Consequently, use of the Home Office’s Tax ID to fundraise and accept donations that are tax-deductible for the donor, is subject to compliance with these Policies, including specifically Section 5 and Section 6 below.

#### **5. DONATIONS AND FUNDRAISING WITH THE HOME OFFICE’S TAX ID**

5.1 Use of Tax ID Number. Support Groups may use the Home Office’s Employer Identification Number (the “Tax ID”) to fundraise and accept donations, contributions or gifts of any kind that may tax-deductible for the donor (collectively, “Contributions”). If the Support Group uses the Tax ID, the Support Group must comply with the terms of this Section 5 and Section 6. The Home Office is, and will endeavor to remain, a §501(c)(3) Organization.

5.2 Forwarding Contributions. Because the Tax ID is registered to the Home Office, all Contributions received by a Support Group with the use of the Tax ID will be received by the Support Group on behalf of the Home Office and will be forwarded to the Home Office promptly upon receipt.

5.3 Balance of Funds.

(a) All Contributions will be the property of the Home Office.

(b) The Home Office will reserve up to 75% of the Contributions forwarded by the Support Group (such portion of the Contributions, the “Balance”) for the Support

Group's exclusive use for local initiatives and other expenses incurred in furtherance of the Purpose, as subject to the terms of these Policies.

(c) Each Support Group's Balance (i) will be held in an account owned by the Home Office, (ii) may be commingled with funds allocated to other Support Groups or the Home Office and (iii) may be invested. The Home Office will not be liable to the Support Group for any losses that may result from such investments.

5.4 Allocation of Funds. The Home Office will retain 25% of all Contributions for its own use in connection with the Purpose, including the payment of overhead expenses incurred in the ordinary course of the Home Office's operations in furtherance of the Purpose.

5.5 Records. The Home Office will keep records of each Support Group's Balance and report the amount to the applicable Support Group (a) at least once per year at a time determined by the Home Office and (b) at any other time reasonably promptly following such Support Group's request.

5.6 Tax Receipts. The Home Office will, upon request, furnish a tax receipt to each donor who makes a Contribution in excess of \$250. In its sole discretion, the Home Office may furnish a tax receipt to any donor who makes a Contribution that is less than \$250.

5.7 Bank Accounts Prohibited.

(a) No Support Group may own, open or use any bank account for the deposit and withdrawal of funds raised from donations or contributions using the Tax ID, except with the Home Office's written consent.

(b) Notwithstanding the terms of Section 5.7(a), a Support Group may deposit funds into, and withdraw or spend funds from, a bank account in existence prior to the Effective Date, subject to the provisions of Sections 5.7(c), 6.1, 6.9, 6.10, 6.12 and the following provisions of this Section 5.7(b). Such Support Group will furnish to the Home Office information, including bank statements and documentation of expenditure of funds for the Purpose substantially in the form and at the times provided on and prior to the Effective Date, and shall promptly furnish such additional information and documentation as the Home Office shall request. Without limiting the foregoing, a request by the Home Office for any information described in Exhibit A shall be deemed to be reasonable

(c) Each Support Group with a pre-existing bank account may transfer the funds in such account to the Home Office. In the event that a Support Group elects to transfer such funds on or before December 31, 2019, the Home Office will allocate 100% of the funds so transferred to such Support Group's Balance.

5.8 Territory. Each Support Group may only use the Tax ID to solicit or accept Contributions in-person in (i) the state or jurisdiction set forth on the Support Group Roster and (ii) any other state or jurisdiction expressly permitted in writing by the Home Office (collectively, the "Territory").

5.9 Inactive Support Group. An Inactive Support Group's Balance will revert to the Home Office. The Home Office will use such funds only in connection with the Purpose.

## 6. EXPENDITURES

6.1 Permitted Expenditures: All expenditures of funds from the Balance (or, if applicable, the Support Group's bank account) shall be solely for the advancement of the Purpose.

### 6.2 Access to Balance.

(a) Each Support Group may access funds from its Balance only in a manner permitted by this Section 6 (i.e., a Disbursement, Direct Payment, Petty Cash Disbursement or Reimbursement (all as defined below)).

(b) Any release of funds by the Home Office under this Section 6 will be deducted from the Balance. The Home Office will not make any payment to a Support Group in excess of such Support Group's Balance.

6.3 Funds Application. The Home Office will only release funds from the Balance to a Support Group in connection with a valid Application for Release of Funds, attached as Exhibit A and as may be amended from time to time by the Home Office (a "Funds Application"). A Funds Application will not be valid unless it:

(a) indicates whether the request is for a Direct Payment, Disbursement, Petty Cash Disbursement or Reimbursement;

(b) is signed by the Support Group's Lead Contact (in their capacity as such);

(c) describes in detail the intended use of the funds; and

(d) states (on behalf of the Support Group) that the expenditure will be, or has been, made to advance the Purpose.

6.4 Direct Payment. A Support Group may submit an invoice from a vendor to the Home Office and request that the Home Office directly pay such vendor (a "Direct Payment"). The Home Office will notify such Support Group either (a) when the invoice is paid or (b) that the Home Office has declined to pay the invoice.

6.5 Disbursements. A Support Group may request that the Home Office disburse funds to such Support Group for future use (a "Disbursement"). If purchases are less than the amount of the Disbursement, such Support Group shall mail a check to the Home Office in an amount equal to the unused funds. If purchases exceed the amount of the Disbursement, such Support Group may seek Reimbursement under Section 6.7.

6.6 Petty Cash Disbursements. A Support Group may request petty cash for future use in an amount not to exceed \$200.00 per request (a "Petty Cash Disbursement"). The Home



Office may decline any request for a Petty Cash Disbursement if granting such request would result in a Support Group holding in excess of \$300.00 in total petty cash on hand.

6.7 Reimbursement. Any Support Group member who has personally made a purchase for the benefit of a Support Group and in connection with the Purpose may submit the original or electronic copy of the receipt for reimbursement by the Home Office (a “Reimbursement”) by check. The Lead Contact and the Support Group member seeking reimbursement must sign the Funds Application.

6.8 Receipts. Upon any expenditure made in connection with a Disbursement or Petty Cash Disbursement, a Support Group must mail the corresponding original receipt or provide electronic copy of such receipt to the Home Office.

6.9 Conflict Resolution. The Home Office shall prevail in any dispute or disagreement between the Home Office and the Support Group arising out of this Section 6, including determining whether a proposed expenditure advances the Purpose.

6.10 Alcohol. Support Groups may not purchase alcohol with funds disbursed from the Balance.

6.11 No Obligation. The Home Office shall have no obligation to release funds to a Support Group that is not in compliance with the terms of these Policies.

6.12 Non-compliance. Any member of the Support Group that is responsible for an expenditure of funds that is not in compliance with the terms of these Policies shall reimburse the Home Office in the amount of such expenditure. The Home Office will use the reimbursed funds to advance the Purpose.

## **7. TERM AND TERMINATION**

7.1 Term. These Policies, as amended, restated, modified or supplemented from time to time in accordance with Section 8.9, will take effect on the Effective Date and continue thereafter in perpetuity unless and until sooner terminated as provided in this Section 7 (the “Term”).

7.2 Termination for Convenience. An organization’s status as a “Support Group” may be terminated by either the Home Office or a Support Group upon sixty (60) days’ notice.

7.3 Termination for Cause. The Home Office may terminate an organization’s status as a “Support Group” at any time, effective immediately, if the Support Group (a) violates these Policies or (b) becomes an Inactive Support Group.

7.4 Effect of Termination. Upon a termination pursuant to Section 7.2 or Section 7.3, the terminated Support Group shall:

- (a) immediately cease using the Us TOO Name and otherwise identifying itself as a support group or chapter of the Home Office;

(b) release, to the maximum extent permitted by applicable law, the Home Office from any obligations it may have under these Policies or otherwise;

(c) return or destroy, at the Home Office's option, any non-public, confidential or proprietary information of the Home Office, including all educational and support materials created by or provided by the Home Office;

(d) return all unspent funds and forward all Contributions to the Home Office;

(e) send the Home Office all financial records and documents in the Support Group's possession, including any receipts which have not been forwarded to the Home Office; and

(f) cooperate with any request from the Home Office in order to wind up the affairs of the Support Group and fulfill any obligation of such Support Group set forth in these Policies.

Following a termination pursuant to Section 7.2 or Section 7.3, (a) these Policies shall be of no further force or effect as between the Home Office and the applicable Support Group and (b) such Support Group shall not have any rights whatsoever under these Policies; provided, however, that this Section 7.4 and Section 8 shall survive indefinitely.

## **8. MISCELLANEOUS**

8.1 Binding Obligation. These Policies are legal, valid and binding between the Home Office and each Support Group, enforceable against each of them in accordance with its terms and conditions.

8.2 Separate Entities. Each Support Group is, and shall remain legally separate and distinct from the Home Office. Except as otherwise agreed in writing, neither the Home Office or any Support Group shall be liable or responsible for the debts or obligations of the other. Each Support Group is responsible for filing its own federal, state and local tax returns, as applicable.

8.3 No Agency Relationship. No partnership or agency is created by virtue of these Policies, and neither the Home Office nor any Support Group is the legal representative or agent of the other. No Support Group has the right or authority to assume, create or incur any liability, obligation or expense of any kind, express or implied, against, in the name of or on behalf of the Home Office.

8.4 Choice of Law; Forum Selection.

(a) These Policies shall be governed by, and construed in accordance with, the laws of the State of Illinois and, United States of America, without regard to any conflict of laws principles or rules.

(b) Any proceeding arising out of these Policies may be brought only in the United States District Court for the Northern District of Illinois or in any state court of



Illinois sitting in Cook County, and the Home Office and each Support Group submit to the exclusive jurisdiction of those courts for purposes of any such proceeding.

8.5 Entire Agreement. These Policies, together with any other documents incorporated herein by reference and all related Exhibits, constitute the sole and entire agreement of the Home Office and each Support Group with respect to the subject matter of these Policies, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matter. For the avoidance of doubt, any Teaming Agreement entered into prior to the Effective Date by the Home Office and any Support Group is hereby terminated effective immediately.

8.6 Notice.

(a) All notices to be given under these Policies must be in writing and delivered via courier, mail, facsimile or e-mail. Notices shall be deemed to have been given on the date on which the notice is received or returned as undeliverable. Such notices must be sent to the address indicated below:

Notice to the Home Office

Us TOO International, Inc.  
2720 S. River Road, Suite 112  
Des Plaines, Illinois 60018-4106  
Attention: Chuck Strand  
Email: chuck@ustoo.org  
Telephone: (630) 795-1002  
Facsimile: (630) 795-1602

Notice to the Support Group

To be delivered to the address set forth on the Information Form.

8.7 Conflicts. In the event of a conflict between the terms of these Policies and the Standards, these Policies shall prevail.

8.8 Survival. The obligations contained in Section 7.4 and this Section 8 shall survive any termination pursuant to Section 7.2 or Section 7.3.

8.9 Amendments. No amendment to these Policies relating to a particular Support Group is effective unless it is in writing, identified as an amendment to these Policies and made available to such Support Group on the Home Office's website. Any such amendment shall be deemed to have been accepted by such Support Group thirty (30) days after it is so made available, unless the Support Group gives notice of non-acceptance to the Home Office and terminates its status as a Support Group.

*[Remainder of Page Intentionally Left Blank]*

EXHIBIT A

FUNDS APPLICATION



**Application for Release of Funds**

Please complete the following information. Type responses in fields below, which will expand as needed. Save document and send it as an email attachment to [jackie@ustoo.org](mailto:jackie@ustoo.org). Thank You.

Support Group Name / Location:	
<u>Lead Contact's Name:</u>	
Phone Number:	
Email Address:	
Mailing Address:	
<u>Payee's Name:</u>	
Phone Number:	
Email Address:	
Mailing Address:	
Type of Request	<input type="checkbox"/> Direct Payment <input type="checkbox"/> Disbursement <input type="checkbox"/> Petty Cash Disbursement <input type="checkbox"/> Reimbursement
Amount Requested:	\$
Requested date for receipt of funds:	
Explain below how the requested funds will be used: <i>(Please note that all funds must be used for prostate cancer education and support services. In keeping with the Bylaws of Us TOO, no funding is to be used to purchase alcoholic beverages.)</i>	
Whenever possible, payment for an approved expense should be initiated with an invoice from the vendor to the Us TOO Home Office. If applicable, please note vendor information below and attach the invoice.	
Vendor Name:	
Vendor Address:	
Amount of Invoice:	

The Home Office will review the Application to ensure the proposed expenditure is aligned with our mission of providing education and support services to the prostate cancer community. The Home Office will not release funds unless the Support Group and this Application Form are in compliance with the Policies and Procedures for Support Groups then in effect. The Support Group and the Applicant represent and warrant that the released funds will be used in the manner described above and in connection with the Home Office's mission.

Following the release of funds from the Support Group's Balance, the Applicant agrees to mail to the Home Office original or electronic copy of receipts from purchases made with the funds provided. If purchases do not equal or exceed the amount of funding provided by the Home Office, the Applicant agrees to mail a check to the Home Office in the amount equal to the unused balance of the amount of funding provided. The Applicant may submit an additional Application for Release of Funds with original receipts for reimbursement if expenses exceed the amount of funding initially provided.

---

Lead Contact

Date

---

Support Group Member seeking Reimbursement (if any)

Date

EXHIBIT B

US TOO LOGO

