



PARTNER PROGRAMME

Partner Onboarding Process

How Chai partners with organisations delivering benevolent relief — the process, the checks, and compliance with ACNC External Conduct Standards.

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Foreword

Chai Charitable Foundation is engaged in a range of activities across Australia and overseas. We partner with local charitable initiatives, we work directly alongside communities in need, and we conduct our own direct relief provision. Our work is not confined to any single model, and the scope of what Chai does continues to grow.

One significant and growing part of that work is our overseas partner programme — connecting Australian donors with organisations overseas that have an independent and verifiable benevolent purpose. It is this programme that is the subject of this document. As Chai has grown, so too has the complexity of the regulatory environment in which we operate. Our obligations under the ACNC External Conduct Standards require us to continuously monitor, document, and strengthen the way we identify, assess, and work with our overseas partners.

This document sets out Chai's Partner Onboarding Process as formally approved by the Board. It is focused specifically on the overseas partner programme and the ACNC External Conduct Standards that govern it. It describes every step from initial enquiry to active partnership, the due diligence and compliance checks applied at each stage, and the ongoing obligations that bind every partner.

Chai does not simply accept applications. We engage actively with how benevolent relief is delivered, not only whether it qualifies. That commitment — to being a genuine partner rather than merely a funding conduit — runs through every step of this process.

Yehuda deVries
Executive Director, Chai Charitable Foundation

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Part 1 — About Chai and This Document

Chai Charitable Foundation Ltd (ABN 82 617 023 293) is an Australian registered charity and a Deductible Gift Recipient (DGR) endorsed Public Benevolent Institution under item 4.1.1 of section 30-45 of the Income Tax Assessment Act 1997. Chai is registered with the Australian Charities and Not-for-profits Commission (ACNC).

Chai's activities span multiple programmes. These include direct relief provision conducted by Chai itself, partnerships with local initiatives in Australia, and — the subject of this document — an overseas partner programme through which Chai connects Australian donors with organisations operating overseas. This document is concerned solely with that overseas partner programme and the ACNC External Conduct Standards that apply to it.

Chai partners with organisations engaged in a range of activities. However, Chai requires that every partner organisation has an **independent and verifiable benevolent purpose** — that is, a genuine, discrete purpose of relieving poverty, sickness, suffering, distress, misfortune, destitution, or helplessness that exists independently of the organisation's other activities and can be substantiated. Chai does not fund general charitable or community activity, and it does not accept that benevolent relief is being provided simply because an organisation asserts it. Every stage of the onboarding process described in this document is designed to identify, assess, and verify that independent benevolent purpose before any partnership is established.

Key Defined Terms

Benevolent Relief	The relief of poverty, sickness, suffering, distress, misfortune, destitution, or helplessness.
Recipient	An overseas organisation that has been approved by Chai and has executed a Recipient Agreement.
Compliance Officer	The Chai officer responsible for conducting due diligence, managing the onboarding process, and monitoring ongoing compliance.
Approved Purposes	The specific benevolent relief activities for which a Recipient is authorised to use Chai funds, as stated in the Recipient Agreement.
ACNC ECS	The ACNC External Conduct Standards, which govern how Australian registered charities manage their overseas activities.
Australian Consolidated List	The list of terrorist organisations and individuals maintained by DFAT under the Autonomous Sanctions Act 2011 (Cth).
PandaDoc	The digital execution platform used by Chai to manage Recipient Agreement signing.

Part 2 — Regulatory Framework

As an Australian registered charity conducting overseas activities, Chai is required to comply with the ACNC External Conduct Standards (ECS). These standards govern how Australian charities operate overseas and how they manage relationships with overseas entities to whom they provide resources.

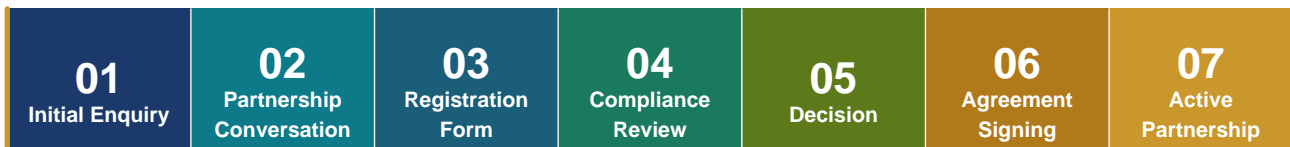
Applicable Standards

ACNC Act 2012 (Cth)	Governs Chai's registration, reporting, and governance obligations as a registered charity.
ACNC External Conduct Standards	ECS1 requires Chai to take reasonable steps to ensure that its resources are used to pursue its charitable purposes and do not fund activities that would be illegal or contrary to public policy in Australia.
Charities Act 2013 (Cth)	Defines 'benevolent relief' and the legal framework for Chai's PBI endorsement.
Income Tax Assessment Act 1997 (Cth)	Governs Chai's DGR endorsement under item 4.1.1, s.30-45.
Criminal Code Act 1995 (Cth)	Prohibits Chai from providing resources to terrorist organisations or individuals on the Australian Consolidated List.
Autonomous Sanctions Act 2011 (Cth)	Establishes the sanctions framework under which the Australian Consolidated List is maintained by DFAT.
Privacy Act 1988 (Cth)	Governs the collection, use, and disclosure of personal information by Chai under the Australian Privacy Principles.

ECS1 — The Central Standard: Chai's onboarding process is designed specifically to satisfy ACNC External Conduct Standard 1, which requires registered charities to take reasonable steps to ensure that their resources used in overseas activities are directed to their charitable purposes, and that activities are conducted in a way that would not be contrary to public policy in Australia. Every step in Part 3 of this document is a direct ECS1 compliance mechanism.

Part 3 — The Seven-Step Onboarding Process

Each step in this process is both an operational checkpoint and an ACNC compliance mechanism. No organisation may receive funds from Chai unless it has successfully completed all seven steps. Steps 01 and 02 are conducted by the Compliance Officer directly. Steps 03 to 07 involve documented records that are retained permanently.



01 INITIAL ENQUIRY

Chai receives enquiries from charitable organisations worldwide via email, the majority of which arrive weekly in significant volume. The Compliance Officer reviews each enquiry against a single threshold question: *does the enquiry indicate an independent purpose of providing benevolent relief that can be verified?*

Email triage outcomes:

<p>x Declined by Email Not aligned with benevolent relief. Email response sent.</p>	<p>→ Invited to Conversation Potentially aligned. Invited to WhatsApp conversation.</p>
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ECS1 relevance: This step is the first filter ensuring Chai does not progress relationships with organisations whose activities fall outside its charitable purposes. Declined enquiries are not recorded formally, consistent with proportionate record-keeping for an exploratory contact.

02 PARTNERSHIP CONVERSATION

Organisations that pass the initial email triage are invited to a direct conversation with the Compliance Officer via WhatsApp. This is not a simple screening call — it is the beginning of the partnership. Chai actively engages with the organisation to understand its operations and to help shape *how* benevolent relief is delivered, not merely to verify that it qualifies.

What the conversation covers:

- The nature, scope, and geography of the organisation's benevolent relief activities
- Who the beneficiaries are and how relief reaches them directly
- The organisation's governance structure, legal status, and financial management
- **How relief will be delivered** — Chai engages on methodology, not only eligibility
- Whether the organisation can maintain separate accounting for Chai funds
- Whether original receipts and expense documentation can be produced

Conversation outcomes:

<p>✗ Not Eligible Ineligibility explained clearly. Many cannot progress past this</p>	<p>✓ Eligible — Partnership Discussion Pre-conditions confirmed. Registration form link sent.</p>
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Pre-conditions confirmed before the form is sent:

- Separate accounting for Chai funds will be maintained
- Original receipts and expense sheets will be kept and produced on request

ECS1 relevance: This step satisfies the ECS1 requirement to take reasonable steps to assess the suitability of overseas partners before providing resources. It also reflects Chai's broader commitment — shared with partners in Australia and overseas — to actively shaping the effectiveness of benevolent relief, not simply approving its existence.

03 REGISTRATION FORM

Following a successful partnership conversation, the Compliance Officer sends the organisation a link to the Chai Recipient Registration Form by WhatsApp or email. The form is an online registration form designed to be accessible to international organisations that may be unfamiliar with Australian charity law. Responses populate a secure internal register maintained by Chai.

Information captured by the form:

Organisation identity	Legal name, address, country, charity registration number or equivalent
Governing documents	Constitution, trust deed, or equivalent — uploaded directly into the form
Financial reports	Most recent annual report and audited financial statements
Use of funds	Detailed description of the benevolent relief activities to be funded
Bank account details	Account name, account number, BSB or SWIFT/IBAN as applicable
Signatory declaration	Name, position, date, and undertaking to comply with Chai's policies

ECS1 relevance: The form constitutes Chai's formal record of the information on which its partner selection decision is based. Records are retained in the internal register for a minimum of seven years in compliance with ACNC record-keeping requirements.

04 COMPLIANCE REVIEW

Upon receipt of a completed registration form, the Compliance Officer conducts a structured due diligence review. This review is conducted against the ACNC External Conduct Standards and must be completed before any approval decision is made.

Review components:

Document verification	Governing documents, annual reports, and financial statements are reviewed for completeness, internal consistency, and evidence of active benevolent relief operations.
Web and reputational search	An AI-assisted open-source search is conducted on the organisation, its key personnel, and its primary activities. Results are assessed for compliance or reputational concerns.
Sanctions screening	The organisation and its principals are screened against the Australian Consolidated List and DFAT sanctions register. No distribution may proceed if any match is identified.
Benevolent relief verification	The organisation's stated activities are assessed against the legal definition of benevolent relief to confirm that Chai funds would be directed to qualifying purposes.
Purpose alignment check	The proposed use of funds is assessed against Chai's own charitable purposes to ensure alignment and that no ineligible activities would be funded.

ECS1 relevance: This step is Chai's primary mechanism for satisfying the ECS1 requirement to take 'reasonable steps' to assess overseas partners. The five-component review ensures that Chai's decision is documented, evidence-based, and defensible.

05 DECISION

Following the compliance review, the Compliance Officer makes one of three formal decisions. The decision is recorded in the internal register with the date, decision, and rationale.

<p>✓ Approved</p> <p>Proceeds to Recipient Agreement. Recorded in the internal register.</p>	<p>? Further Info Required</p> <p>Specific queries sent to the applicant. Review paused until information is received.</p>	<p>✗ Declined</p> <p>Written notification sent with reason. Recorded in the internal register.</p>
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06 RECIPIENT AGREEMENT

No funds may be distributed to any overseas organisation without a fully executed Recipient Agreement in place. Upon approval, the Compliance Officer generates the agreement through Chai's internal system and sends it to the organisation for digital execution via PandaDoc. The agreement is also executed by the Executive Director on Chai's behalf.

Minimum required clauses in every Recipient Agreement:

- Exclusive use of funds for approved benevolent relief purposes as specified in the agreement
- Maintenance of detailed financial records for a minimum of seven years
- Production of accounts, receipts, and project documentation on request
- Full cooperation with Chai's compliance reviews, audits, and site inspections
- Conduct of all related party transactions at arm's length with documentation
- Prohibition on use of funds for military, political, or terrorist purposes, or for any entity on the Australian Consolidated List or DFAT sanctions register
- Maintenance of appropriate cybersecurity and data breach response procedures
- Maintenance of a whistleblower protection policy
- Maintenance of child safeguarding policies where activities involve children or vulnerable adults
- Acknowledgement that all funding is at Chai's absolute discretion and may be varied, withheld, or suspended if compliance requirements are not met

ECS1 relevance: The Recipient Agreement is Chai's primary written instrument for satisfying the ECS1 requirement to have written agreements with overseas entities to whom resources are provided. Executed agreements are retained permanently.

07 ACTIVE PARTNERSHIP

Once the Recipient Agreement is executed by both parties, the partnership is active. Chai issues a personalised donation link to the Recipient for sharing with their supporter community. The relationship does not end at activation — Chai maintains ongoing engagement with all Recipient organisations, both in Australia and overseas, to support and monitor the effective delivery of benevolent relief.

Ongoing obligations and monitoring:

- Periodic substantiation requests — Recipients must provide evidence of project expenditure and beneficiaries, including original receipts and expense documentation uploaded via the Chai Partner Portal
- Bank account verification — a current bank confirmation letter must be on file at all times
- Compliance reviews — the Compliance Officer conducts ongoing monitoring of Recipient activities and may conduct additional due diligence at any time

- Agreement renewal — the Recipient Agreement may be updated periodically; all Recipients are required to sign the current version
- Chai's absolute discretion — funding may be varied, withheld, or suspended at any time if compliance requirements are not met or the Recipient's circumstances change

Part 4 — Recipient Obligations

The following obligations apply to all Chai Recipients from the date their Recipient Agreement is executed. They are stated here as a governance record for the Board and as a public statement of the standards Chai applies to its overseas partnerships.

01 Use of Funds

Recipients must use Chai funds exclusively for the benevolent relief purposes stated in their Registration Form and confirmed through the PandaDoc agreement process. Funds must not be used for any other purpose, including administrative overhead not directly connected to approved activities, military or political activities, or any purpose that would be contrary to Australian charity law.

02 Financial Records

Recipients must maintain detailed financial records — including original receipts, invoices, bank statements, and expense sheets — for a minimum of seven years from the date of each transaction. Records must be produced on request within a reasonable timeframe.

03 Substantiation

Chai will periodically request evidence of how funds have been used. This includes original receipts, explanations of expenditure, and evidence of the beneficiaries served. Recipients should upload this documentation via the Chai Partner Portal when requested.

04 Bank Account Verification

Recipients must maintain a current bank confirmation letter on file with Chai, confirming the account name, account number, and branch details of the account into which Chai funds are transferred. Recipients must notify Chai immediately if bank account details change.

05 Separate Accounting

Chai funds must be accounted for separately from the Recipient's other revenue. This enables Chai to verify that its funds have been used exclusively for approved purposes.

06 Compliance Cooperation

Recipients must fully cooperate with any compliance review, audit, or substantiation request conducted by Chai or its representatives. This includes providing access to records, premises, and personnel as reasonably required.

07 Related Party Transactions

All transactions between the Recipient and any related party must be conducted at arm's length and on commercial terms. Recipients must maintain a related party transaction register and report to Chai periodically on related party dealings.

08 Sanctions Compliance

Recipients must not transfer or provide any benefit — directly or indirectly — to any military organisation, political party, terrorist organisation, or any entity or individual appearing on the Australian Consolidated List or DFAT sanctions register.

09 Cybersecurity

Recipients must maintain appropriate cybersecurity policies and data breach response procedures to protect the personal information and financial data they hold in connection with their activities.

10 Whistleblower Protections

Recipients must maintain a whistleblower protection policy that protects individuals who report concerns about the misuse of Chai funds or other compliance failures.

11 Child Safeguarding

Where a Recipient's activities involve children or vulnerable adults, the Recipient must maintain appropriate safeguarding policies. These must meet a standard that would be considered acceptable in Australia, consistent with the ACNC External Conduct Standards.

12 Funding Discretion

All funding from Chai is at Chai's absolute discretion. Chai may at any time vary, withhold, suspend, or cancel funding if a Recipient fails to meet its obligations, if circumstances change, or if continued funding would be contrary to Chai's obligations as a registered charity.

Part 5 — ACNC Compliance Mapping

The table below maps each element of Chai's onboarding process to the relevant requirement under the ACNC External Conduct Standards. This mapping is maintained to demonstrate to the Board and to regulators that the process was designed with the standards in mind.

Process Step / Mechanism	ECS Requirement Satisfied	How
Step 01 — Email triage	ECS1 — Reasonable steps (partner selection)	Filters enquiries against the threshold question of independent, verifiable benevolent purpose before any resources are committed.
Step 02 — Partnership conversation	ECS1 — Reasonable steps; resource use	Assesses suitability, confirms pre-conditions, and actively shapes the delivery methodology for benevolent relief.
Step 03 — Registration form	ECS1 — Record keeping; accountability	Creates a structured, timestamped record of all information on which the approval decision is based.
Step 04 — Compliance review	ECS1 — Reasonable steps; sanctions	Five-component review covering document verification, web and reputational search, sanctions screening, benevolent relief verification, and purpose alignment.
Step 05 — Decision	ECS1 — Accountability; record keeping	Formal decision recorded in the internal register with date, outcome, and rationale.
Step 06 — Recipient Agreement	ECS1 — Written agreements; resource use	Legally binding instrument executed via PandaDoc, confirming all ECS-required obligations on the Recipient.
Step 07 — Ongoing monitoring	ECS1 — Monitoring; ongoing oversight	Periodic substantiation requests, bank account verification, and compliance review requirements maintained throughout the partnership.
Recipient obligations (Part 4)	ECS1 — All sub-requirements	Comprehensive obligations covering record keeping, separate accounting, sanctions compliance, cybersecurity, whistleblower protections, child safeguarding, and Chai's funding discretion.

Appendix A — Glossary of Key Terms

ACNC	Australian Charities and Not-for-profits Commission — the national regulator for Australian charities.
ACNC External Conduct Standards (ECS)	Standards issued under the ACNC Act 2012 (Cth) governing how registered charities operate overseas and manage overseas partnerships.
Benevolent Relief	The relief of poverty, sickness, suffering, distress, misfortune, destitution, or helplessness, as defined in Australian charity law.
Australian Consolidated List	The list of sanctioned individuals and entities maintained by DFAT under the Autonomous Sanctions Act 2011 (Cth).
DFAT	Department of Foreign Affairs and Trade — the Australian government department responsible for managing the sanctions framework.
DGR	Deductible Gift Recipient — an organisation endorsed by the ATO to receive tax-deductible donations.
PBI	Public Benevolent Institution — a category of DGR endorsement applicable to organisations whose dominant purpose is benevolent relief.
PandaDoc	The digital document execution platform used by Chai to manage the signing of Recipient Agreements.
Recipient	An overseas organisation that has been approved by Chai and has executed a current Recipient Agreement.
Recipient Agreement	The legally binding agreement between Chai and a Recipient, setting out the terms on which Chai funds may be used.
Related Party	A person or entity with a close personal, financial, or governance relationship with a Recipient organisation.

Appendix B — Example Recipient Agreement

EXAMPLE TEMPLATE — FOR ILLUSTRATIVE PURPOSES

This is a de-identified example of the standard Recipient Agreement used by Chai. All identifying details of specific Recipient organisations have been removed. Executed agreements are held on file by Chai and are available to the Board and regulators on request.

Recipient Agreement

AGREEMENT

BETWEEN:

(1) **The Chai Charitable Foundation Ltd** (ACN: 617 023 293) of 23 Denman Avenue, St Kilda East VIC, Australia 3183 (*'Donor'*)

—and—

(2) **[RECIPIENT ORGANISATION NAME]**, [RECIPIENT ADDRESS] Charity Registration Number: [CHARITY REGISTRATION NUMBER] (*'Recipient'*).

Together the *'Parties'*.

Background

A. The Recipient is based in [COUNTRY] and provides meaningful material support to people suffering from disadvantage, disability, poverty, distress, illness, misfortune or destitution.

B. The Donor provides funds to the Recipient to further its benevolent purposes.

C. The Donor seeks to ensure that the Recipient will only use funds provided by the Donor for purposes permitted under Australian charity law.

THE INTENTION OF THE PARTIES is as follows:

1. Interpretation & Definitions

In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, includes successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to signature and signing include due execution of a document by a corporation or other relevant entity;

- (f) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;
- (g) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (h) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (i) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes; and
- (j) a reference to a Party includes that Party's executors, administrators, substitutes, successors and permitted assigns.

2. Definitions

Authority	means a power or right to give orders and make decisions.
Loss	means any damage, loss, liability, cost, charge, expense, outgoing or payment (whether direct, indirect, consequential or incidental).
Agreement	means this Agreement between the Parties. Also known as the Recipient Agreement.
Termination	means the termination of this Agreement in accordance with clause 4.

3. Duration of Agreement

This Agreement sets out the intention of the Parties unless:

- (a) otherwise agreed by the Parties in writing; or
- (b) a Party is dissolved through the winding up of the organisation and redistribution of assets.

4. Termination

This Agreement will be taken to represent the ongoing intention of the Parties unless amended or terminated by the Parties in writing.

5. Donor's Responsibilities

The Donor will:

- (a) promote public benevolence and raise awareness of the economic and social difficulties borne by disadvantaged people living in [COUNTRY]; and
- (b) transfer funds to the Recipient to be used for the Recipient's project expenses, exclusively for the purposes of relieving the needs of people suffering from disadvantage, disability, poverty, distress, illness, misfortune or destitution in [COUNTRY].

6. Recipient's Responsibilities

The Recipient will:

- (a) use funds received from the Donor, exclusively for the purpose of relieving the needs of people suffering from disadvantage, disability, poverty, distress, illness, misfortune or destitution in [COUNTRY], as described in the Recipient's application form and any relevant correspondence with the Donor;
- (b) only use funds received from the Donor for purposes permitted under Australian law in respect of an organisation endorsed as a public benevolent institution under item 4.1.1 of section 30-45 of the Income Tax Assessment Act 1997 (Cth). In this regard, Australian law includes but is not limited to any provision under the: (1) Charities Act 2013 (Cth); (2) Australian Charities and Not-for-Profits Commission Act 2012 (Cth); and (3) Income Tax Assessment Act 1997 (Cth);
- (c) provide the Donor with a copy of its financial accounts upon request;
- (d) maintain detailed financial records (including receipts, invoices, and bank statements) proving exactly how the Donor's funds were spent for a minimum of seven (7) years;
- (e) fully cooperate with the Donor to substantiate any claims made regarding the use of funds. This includes providing copies of receipts or allowing the Donor (or its agents) to inspect relevant records upon request;
- (f) ensure that any transaction involving a Related Party (e.g., a director, trustee, or their family members, or entities they control) funded by the Donor will be conducted on arm's length terms or terms more favourable to the Recipient, and that no unauthorised private benefit will be derived from the funds;
- (g) maintain a detailed register of Related Party transactions (RPTs) and provide periodic reports to the Donor as requested, to allow the Donor to fulfil its reporting responsibilities;
- (h) not use funds to support military purposes, political parties, political candidates, terrorism or any entity listed on the Australian Government's Consolidated List of sanctioned persons and entities;
- (i) not use the Donor's name, logo, or branding in any public material (including websites, social media, or print) without prior written consent. The Recipient agrees to immediately cease any such use upon request by the Donor;
- (j) maintain suitable policies and procedures for managing cyber security and mitigating risks associated with data breaches, including an incident management plan for sensitive data;
- (k) adhere to a policy that protects the identity and confidentiality of whistleblowers, aligning with recommended governance standards; and
- (l) ensure that if its activities involve contact with children or vulnerable adults, it has appropriate safeguarding policies in place (e.g., Child Protection Policy) compliant with local laws.

7. Transfer of Funds

- (a) The Donor will transfer funds to the Recipient by way of electronic funds transfer into the Recipient's bank account.
- (b) The Recipient acknowledges that the transfer of funds is at the absolute discretion of the Donor. The Donor reserves the right to vary, withhold, suspend, or cancel any transfer or part thereof, if it is not satisfied that the funds will be used in accordance with this Agreement or Australian Law.

8. Liability and Indemnity

The Recipient will at all times release and indemnify the Donor, its servants and agents from and against Loss incurred, arising from any claim, demand, action or proceeding by any person against the Recipient or its servants and agents, where such Loss arose out of the Parties' responsibilities under this Agreement.

9. General

9.1 Warranties

Each Party represents and warrants that it has the right and power to enter into this Agreement.

9.2 Notices

A notice under this Agreement will be: (a) in writing and signed by or for the sender (other than in the case of emails); (b) directed to the recipient's address specified in this Agreement or as varied by written notice; and (c) left at, or sent by prepaid registered post, hand delivery, email or fax to that address.

9.3 Waiver

A waiver by a party of any of its rights or responsibilities under this Agreement: (a) must be in writing; and (b) does not operate as a waiver of any other right or as a future waiver of that or any other right.

9.4 Jurisdiction

This Agreement is governed by the laws of the state of Victoria, Australia.

9.5 Counterpart

The Parties may execute this Agreement by counterpart.

EXECUTED AS A BINDING AGREEMENT BETWEEN THE PARTIES ON: [DATE]

Donor: The Chai Charitable Foundation Ltd	Recipient: [RECIPIENT ORGANISATION NAME]
Signature	Signature
Yehuda deVries — Executive Director	[SIGNATORY NAME] — [SIGNATORY TITLE]

This document has been approved by the Board of Chai Charitable Foundation Ltd and constitutes the authoritative statement of Chai's Partner Onboarding Process as at the date of approval. Any material amendment to this document requires a further Board resolution.