



RESTATED BYLAWS OF AERIAL RECOVERY

(A Tennessee Nonprofit Company)

ARTICLE I NAME

Section I.01 The name of the organization is Aerial Recovery, a Nonprofit Company organized under the laws of Tennessee (the "**Company**").

ARTICLE II OFFICES

Section II.01 The principal office of the Company shall be located at such place within the State of Tennessee as shall be fixed from time to time by resolution of the Board of Directors (the "**Board**"), and if no place is fixed by the Board, such place shall be fixed by the President. The Company may also have such other offices within and without the State of Tennessee as the Board may from time to time determine or the business of the Company may require.

ARTICLE III PURPOSE

Section III.01 Aerial Recovery is dedicated to saving lives & stopping evil through a variety of initiatives and programs that support both human and animal healing and rescue operations worldwide. Our comprehensive approach ensures that we provide effective relief and recovery efforts across the globe. Additionally, we collaborate with and support other organizations that share our mission. The aforementioned Purpose may be amended from time to time in the bylaws and in the Company's Charter.

ARTICLE IV MEMBERS

Section IV.01 Membership. The Company shall have a minimum of five (5) members and a maximum number of members as set by the discretion of the Board. Membership in the Company shall be open to all persons interested in the Company's purposes who meet the requirements set forth in Section 4.03 herein. Each person may hold only one membership and may not hold fractional memberships. Membership entitles each member to the rights set forth in this Article IV but does not grant any ownership rights in or distribution rights from the Company. No member may transfer a membership and all rights of membership cease upon the member's death or dissolution.

Section IV.02 Non-Voting Members. The Board may refer to persons associated with the Company who have no voting rights as "members" or "Advisory Board Members" and adopt policies and procedures for the admission

of such persons. Such persons are not "Members" within the meaning of Section 5056 of the Tennessee Nonprofit Company Law.

Section IV.03 Requirements for Membership. To be a member of the Company, an individual *may* be required to pay membership fees if applicable, assessments, and any other consideration as determined by the Board. Other qualifications or criteria for membership may be required as determined by the Board from time to time.

Section IV.04 Classes of Membership. The Company shall have two classes of members. The first class shall be **Board Members** with voting authority (also known as "Voting Board Members", "Directors", or collectively the "Board" or "Board of Directors.") The second class shall be **Non-Voting Board Members** (also known as "Advisory Board Members", or collectively the "Advisory Board.")

Section IV.05 Annual and Regular Meetings. The annual meeting of the members shall be held at a time and place, whether in person or by online virtual medium, fixed by the Board, at which meeting the members shall elect the directors or officers as necessary, approve an annual budget, and transact such other business as may come before the meeting. Regular meetings of the members shall be held at such times and places as may be fixed by the Board at least once per calendar quarter by resolution or as specified in the notice of the meeting.

Section IV.06 Special Meetings. Special meetings of the members shall be held whenever called by resolution of the Board or the President, or by a written demand to the Secretary by five percent (50%) of the members eligible to vote. Special meetings must be held less than sixty(60) days after the resolution or written demand is made.

Section IV.07 Place of Meetings. Member meetings may be held at any place within or without the State of Tennessee that is designated in the notice of the meeting, including by online virtual meeting platforms such as Zoom, Google Meet or by conference phone call if necessary by time or urgency.

Section IV.08 Notice of Meetings.

(a) **Notice Required.** Written notice of the place, date, and time of any member meeting where members are required or permitted to take action shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at such meeting. The Secretary, upon receiving written demand or resolution for a special meeting, shall cause such notice to be given to the members entitled to vote. If the Secretary fails to do so within twenty (20) days of receiving such written demand or resolution, the persons entitled to call the meeting may give such notice.

(b) **Delivery of Notice.** Notice shall be given to each member at his or her address or contact information as it appears on the records of the Company or at the address or email address given by the member to the Company for purposes of notice by one of the following methods:

- (i) First-class mail, with prepaid postage thereon, or certified mail;
- (ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;
- (iii) Personal delivery of oral or written notice, including by courier service; or
- (iv) Facsimile transmission, email, or other electronic means, except that notice by electronic transmission shall not be given if:
 - (A) the Company is unable to deliver two consecutive notices to the member by such means; or
 - (B) the inability to so deliver the notices to the member becomes known to the secretary, any assistant secretary, the transfer agent, or other person responsible for the giving of the notice.

Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon. If a member's address or contact information does not appear on the books of the Company

or is not given, notice shall be deemed to have been given when addressed to the member at the Company's principal office or by publication at least once in a newspaper of general circulation in the county in which the principal office is located.

(c) **Timing of Notice.** Notice shall be given to each member at least ten (10) days but not more than ninety (90) days before the time set for the meeting, except for regularly scheduled Annual or Quarterly Meetings which may be set up to two (2) years in advance.

(d) **Content of Notice.** The notice shall state:

(i) The place, date, and time of the meeting;

(ii) The means of electronic transmission by and to the Company or electronic video screen communication, if any, by which members may participate in the meeting;

(iii) In the case of a special meeting, the general nature of the business to be transacted;

(iv) In the case of a regular meeting, those matters which the board, at the time the notice is given, intends to present for action by the members; and

(v) If directors are to be elected at the meeting, the names of all those who are nominees at the time the notice is given to members.

Section IV.09 Quorum and Action of the Members.

(a) At all member meetings, one-third (1/3) of the voting Members present in person or by proxy at the initiation of the meeting shall constitute a quorum for the transaction of business.

(b) Any act approved by a majority of the voting power represented at the meeting at which a quorum is present, entitled to vote, and voting on any matter is the act of the members, unless the Tennessee Nonprofit Company Law, the Articles of Incorporation, or these bylaws require a greater number.

(c) A meeting at which a quorum is initially present may continue to transact business until adjournment, if any action taken (other than adjournment) is approved by at least a majority of the members who constitute the required quorum for the meeting, or such greater number as required by the Tennessee Nonprofit Company Law, the Articles of Incorporation, or these bylaws.

Section IV.10 Adjournment of Meeting.

(a) In the absence of a quorum, any member meeting may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy, but no other business may be transacted, except as provided in Section 4.09(c). No meeting may be adjourned for more than 45 days.

(b) Notice need not be given of the adjourned meeting if the time and place thereof (or the means of electronic transmission by and to the Company or electronic video screen communication, if any, by which members may participate) are announced at the meeting at which the adjournment is taken. If after the adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

(c) At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

Section IV.11 Voting. Each Board Member, explicitly excluding Non-voting Advisory Board Members, shall be entitled to one (1) vote on each matter submitted to a member vote. The record date for determining the members

entitled to vote at a member meeting shall be 30 days before the date of the meeting or as fixed by the Board in advance of the meeting.

Section IV.12 Action Without a Meeting by Ballot.

- (a) Any action which may be taken at any regular or special meeting of the members may be taken without a meeting if the Company distributes a written ballot to every member entitled to vote on the matter. One such acceptable action without a meeting by Ballot includes voting by Board Management software (Boardable etc.).
- (b) All solicitations of ballots shall:
 - (i) indicate the number of responses needed to meet the quorum requirement;
 - (ii) state the percentage of approvals necessary to pass the measure submitted with respect to ballots other than for the election of directors; and
 - (iii) specify the time by which the ballot must be received in order to be counted.
- (c) The written ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Company.
- (d) Approval by written ballot pursuant to this Section 4.12 shall be valid only when:
 - (i) the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action; and
 - (ii) the number of approvals cast by ballot equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Section IV.13 Action Without a Meeting by Written Consent. Any action required or permitted to be taken by the members may be taken without a meeting, if all members individually or collectively consent in writing to the action. The written consent or consents shall be filed with the minutes of the proceedings of the members. The action by written consent shall have the same force and effect as the unanimous vote of the members.

Section IV.14 Proxies. Any member entitled to vote at a member meeting or to execute consents may authorize another person or persons to act for such member by proxy. Every proxy must be in writing and signed by the member, or by email setting forth information from which it can be reasonably determined that the proxy was authorized by such member. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. Every proxy shall be revocable at the pleasure of the member executing it.

Section IV.15 Meeting by Remote Communication. A meeting of the members may be conducted, in whole or in part, by electronic transmission by and to the Company or by electronic video screen communication if authorized by the Board in its sole discretion. The member shall be deemed present in person or by proxy at the meeting if the following apply:

- (a) The Company implements reasonable measures to provide members in person or by proxy a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings.
- (b) If any member votes or other action taken at the meeting by means of electronic transmission to the Company or electronic video screen communication, a record of that vote or action is maintained by the Company.
- (c) The Company verifies that each person participating remotely is a member or proxy holder.

Section IV.16 Expulsion, Suspension, or Termination.

(a) **Cause for Expulsion, Suspension, or Termination.** Both a Board Member and Advisory Board Member may be expelled or suspended or a member's membership rights may be terminated if the Voting Board, in good faith and according to a fair and reasonable voting procedure, determines that either:

(i) The member fails to pay any required membership fees, assessments, or other consideration in a timely fashion after notice of the same;

(ii) The member's conduct or act violates the purpose and mission of the Company, these Bylaws, or the Company's policies;

(iii) The member misses a quarterly or annual meeting without prior written excuse notice to the President or Chief Operating Officer, subject to Board acknowledged extenuating circumstances; or

(iv) The member misses two quarterly or annual meetings with excuse, subject to Board acknowledged extenuating circumstances.

(b) **Notice Requirements.** The Board shall provide written notice to the member of the member's expulsion, suspension, or termination and the reasons thereof. The notice shall be given fifteen (15) days before the effective date of such expulsion, suspension, or termination. Notice may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last address of the member shown on the Company's records.

(c) **Member Hearing.** Any member who receives notice of such member's expulsion, suspension, or termination shall have the opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the expulsion, suspension, or determination. Such hearing shall be before the Board or such person or committee authorized to decide that the expulsion, suspension, or termination not take place.

(d) **Member Obligations.** Expulsion, suspension, or termination shall not relieve the affected member of any obligation for charges incurred, services or benefits actually rendered, dues, assessments, or fees incurred before the expulsion, suspension, or termination, or arising from contract or otherwise.

(e) Stability and Integrity of Leadership

(i) **Acknowledgment of Founders' Roles:** The Corporation recognizes the foundational roles of Founders Britnie Turner and Jeremy Locke's respective Board Member and Officer positions in the establishment, leadership, and progress of the Corporation's mission and vision. The Corporation is committed to ensuring the continuity and integrity of its leadership, particularly regarding the Founders' respective roles as President, Chief Operating Officer, and as Board Member.

(ii) **Limitation on Removal of President, Chief Operating Officer, and Board Position:** The removal of Britnie Turner or Jeremy Locke from their position of President or Chief Operating Officer respectively or from their positions on the Board of Directors, shall require a unanimous vote of all other Board Members. This action can only take place at a specially convened meeting for this purpose, with the agenda for such meeting being communicated to all Board Members at least thirty (30) days in advance.

(iii) **Mandatory Mediation Prior to Removal Consideration:** In instances of significant dispute or conflict involving the Founders in their capacity as President or Chief Operating Officer or Board Member(s), an earnest effort towards mediation and reconciliation shall be pursued before any removal proceedings can commence. A neutral third-party mediator shall be employed to facilitate this process, aiming for a resolution that maintains the Corporation's cohesiveness and mission integrity.

Section IV.17 Resignation. A Board Member or Advisory Board Member may resign from membership at any time. This Section 4.17 shall not relieve the resigning member of any obligation for charges incurred, services or benefits actually rendered, dues, assessments, or fees, or arising from contract or otherwise. This Section shall not diminish any right of the Company to enforce any such obligation or obtain damages for its breach. A membership issued for a period of time shall expire when such period of time has elapsed unless the membership is renewed.

ARTICLE V BOARD OF DIRECTORS

Section V.01 Powers.

(a) Subject to applicable law and in accordance with the purposes and limitations set forth in the Articles of Incorporation and herein, the activities and affairs of the Company shall be conducted and all corporate powers shall be exercised by or under the direction of the Board.

(b) The Board may delegate the management of the Company's activities to any person or persons, management company, or committee however composed, provided that the activities and affairs of the Company shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Notably, the Board of Directors have designated authority to the President and Chief Operating Officer as detailed in Section IX.01.

Section V.02 Number. As of the date of this Restated Bylaw's execution, the authorized number of directors of the Company shall be seven. Any resolution changing the Company's number of authorized directors shall require the approval of the members. As of the date of this Agreement's execution, the Board of Directors shall be comprised of:

1. Britnie Turner, President
2. Jeremy Locke, Chief Operating Officer
3. Robert Eddy, Secretary
4. Brett Harmeling
5. Brett James
6. Morgan Ortagus
7. Rosemary Calcese

Section V.03 Entire Board. As used in these bylaws, the term "**Entire Board**" shall mean the total number of directors then in office.

Section V.04 Board Member Qualifications and Expectations. It is the intention of Aerial Recovery to appoint and renew Board Members who can provide valuable expertise and guidance necessary for the effective operation of a nonprofit organization aligned with the charitable aims and activities of Aerial Recovery.

(a) **Qualifications.** Strong candidates for Board Members should ideally possess at least one of the following qualifications:

1. Professional experience in managing Anti-Human Trafficking initiatives and operations.
2. Experience in providing Humanitarian Aid in the Disaster Response context.
3. Knowledge of therapeutic healing programs for veterans and first responders.
4. Experience in developing training programs that support the organization's goal of transitioning veterans and first responders into the humanitarian space.
5. Expertise in fundraising, networking, strategic partnership development, and relationship building.

6. Proficiency in fiscal management and governance practices.

(b) Nomination and Selection Process. Current board members are encouraged to recommend potential director nominees who meet the above qualifications. The President of the board shall then conduct interviews with the nominees to assess their fit with the organization and its mission.

(c) Board Member Expectations

1. Be at least 18 years of age;
2. Lead 1 fundraising event per year;
3. Attend the Gala event;
4. Represent Aerial Recovery well;
5. Align with Aerial Recovery's values;
6. Become an Aerial War Room Member¹ or donate 25 hours of service annually;
7. Encouraged to attend Aerial Recovery Disaster Response Training;
8. Encouraged to deploy on Disaster Response Missions;
9. Ensure Aerial Recovery is in good standing so as to maintain the 501(c)(3) status;
10. Attend all board meetings either in person or electronically, unless excused; and
11. Approve an annual budget.

Section V.05 Election and Term of Office.

(a) **Election.** When applicable, Directors shall be elected to the Board at each annual meeting of the members or if necessary at a Regular or Special Meeting.

(b) **Term of Office.** By default, newly appointed Directors shall serve for a term of two years until the election and qualification of a successor, or until such director's death, resignation, or removal. Directors may be elected to any number of consecutive terms with or without a sabbatical. For the purposes of staggering the directors terms of office, at the time of the adoption of these by-laws, the Board recognizes that the founding Members Britnie Turner and Jeremy Locke shall begin a term of office for a period of four (4) years for Jeremy Locke and five (5) years for Britnie Turner. In the event of an increase or decrease in the number of directors, the Board may in its discretion circumvent the default term and enact terms no less than one (1) year and no more than five (5) years as may be necessary to maintain equality in numbers among the Directors.

Section V.06 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the authorized number of directors, and vacancies occurring for any reason, including any vacancy occurring by reason of the death, resignation, or removal of a director, may be filled at any meeting of the Board by the vote of the majority of the directors then in office, although less than a quorum, or by a sole remaining director.

¹ Aerial War Room Members presently donate a minimum of \$15,000 over three years. The Board, in its sole discretion may admit War Room Members that do not personally meet this monetary commitment if they fundraise donations or assets in kind.

Each replacement director so elected shall serve until the end of the term of the vacant position and until such director's successor is elected and qualified.

Section V.07 Removal.

(a) Any director may be removed at any time without cause by unanimous approval of the members, or with cause by a majority of the directors present at a board meeting where there is a quorum, subject to the limitations set forth in Section IV.16(e). For purposes of this Section V.07, cause exists if the director has been declared of unsound mind by a final order of court, is convicted of a felony, is found by final order or judgment of any court to have breached a duty under Article 3 of the Tennessee Nonprofit Company Law governing standards of conduct, or fails to attend three Board meetings during any calendar year, or fails or ceases to meet any required qualification that was in effect at the beginning of that director's current term of office. Allegations of misconduct without substantiation, does not constitute "cause" per se. However, violations of the Aerial Recovery Code of Conduct or Confidentiality Agreement may constitute grounds for a "for cause" removal. See **Exhibit D** and **Exhibit E**.

(b) No reduction of the authorized number of directors shall have the effect by itself of removing any director before the expiration of the director's term of office.

Section V.08 Resignation. Any director may resign from the Board at any time by giving written notice to the Board, the President, or the Secretary of the Company, except if such resignation would leave the Company without a duly elected director. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board or such Officer. The acceptance of such resignation shall not be necessary to make it effective. No resignations shall discharge any accrued obligation or duty of a director, including but not limited to the resignee's obligations of confidentiality. See **Exhibit E**.

Section V.09 Compensation. The Company shall not pay compensation to Directors for services rendered to the Company as directors, except that directors may be reimbursed for reasonable expenses incurred in the performance of their duties to the Company. A director may receive reasonable compensation for the performance of services provided to the Company in any capacity separate from his or her responsibilities as a director then so authorized by a majority of the directors then in office, and as long as no more than 49% of the directors are interested persons within the meaning of Section 5227 of the Tennessee Nonprofit Company Law.

ARTICLE VI

Advisory Board Members

Section VI.01 The core responsibilities² of an Advisory Board shall include performing tasks outside of the usual purview of the nonprofit voting Board of Directors itself. Advisory boards are formed to give the nonprofit organization specialized information, experience, and skills, so that the organization is able to achieve things that it otherwise could not. Advisory Board Members' non-voting input, presentation, and feedback are vital to the success of the Company. Advisory boards form out of a volunteer crew, and a single nonprofit organization may have many advisory boards. Not only are advisory boards able to help the organization leverage resources that it couldn't otherwise, but it's an excellent way to reach out to the community. The nonprofit advisory board is not like the Board of Directors. They can only assist the nonprofit organization, rather than making plans for the organization. The responsibilities of an advisory board are purely as a support position. An advisory board is a supplement to this main board. It may have an actual board member or two on it, but it is mostly composed of people with expertise in a given area who are not on the main board. If the word "board" in the title is confusing, you can think of this as a "committee" instead. Their role is to give recommendations to the main board on specific areas.

² <https://boardable.com/resources/advisory-boards/#core>

Section VI.02 Advisory Board Members shall be entitled but not required to attend the Annual and Regular Board Meetings. Advisory Board Members may also be requested to participate in Special Meetings as deemed necessary by Board Members.

Section VI.03 The collective Advisory Board may designate a single Chair to the Advisory Board subject to the approval of the Board of Directors.

Section VI.04 Advisory Board Members additionally may participate in committees subject to the approval of the Board of Directors.

Section VI.05 Advisory Board Members shall by default serve a two year term, with the possibility for Board of Directors appointed renewal. So long as the Advisory Board Members are deemed to be actively participating in the furtherance of the Company's non-profit objectives, Advisory Board Members shall be entitled to remain on the Advisory Board for the duration of their term, unless removed by the voting Board of Directors.

ARTICLE VII COMMITTEES

Section VII.01 Executive Committee and Other Committees of the Board. The Board, by resolution adopted by a majority of the Entire Board, may designate one or more committees, including an executive committee, each consisting of two (2) or more directors, to serve at the pleasure of the Board and to exercise the authority of the Board to the extent provided in the resolution establishing the committee, except that no such committee shall have authority to:

- (a) Approve any action for which the Tennessee Nonprofit Company Law, the Articles of Incorporation, or these bylaws requires approval by the Entire Board.
- (b) Fill vacancies on the Board or in any committee which has the authority of the Board.
- (c) Amend or repeal the bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable.
- (e) Appoint committees of the Board or the members thereof.
- (f) Expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (g) Approve any self-dealing transaction, except as provided in Section 5233(d)(3) of the Tennessee Nonprofit Company Law.

The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board or any member thereof of any responsibility imposed by law.

Section VII.02 Quorum and Action by Committee. Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of a committee shall be the act of the committee. The procedures and manner of acting of the Executive Committee and the other committees of the Board shall be subject at all times to the direction of the Board.

Section VII.03 **Alternate Members.** The Board, by vote of a majority of the Entire Board, may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Section VII.04

ARTICLE VIII OFFICERS

Section VIII.01 **Officers.** The officers of the Company shall consist of at least a Board Chair or a President or both; a Secretary; and a Treasurer or a Chief Financial Officer or both. The Board may from time to time appoint such other officers, including a Chief Operating Officer and one or more Vice Presidents, as it may determine. All officers shall be chosen by the Board from slates of candidates eligible and willing to serve, with the exception of the Initial Officers which shall be instituted as of the date of this Agreement's initial execution. One person may hold, and perform the duties of, more than one office, except that the same person may not concurrently hold the offices of President or Board Chair and Secretary, Treasurer or Chief Financial Officer. Unless otherwise dictated by an employment agreement, when an Officer holds the concurrent position as a Director on the Board of Directors, the term of the Officer shall match the term of the Directorship.

Section VIII.02 **Election.** The officers of the Company shall be elected by a majority vote of the Board at the annual meeting of the Board, and each officer shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold his or her office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. Officers may be elected for any number of consecutive terms subject to the approval of the Board of Directors. Except as may otherwise be provided in the resolution of the Board choosing an officer, no officer need be a director. All officers shall be subject to the supervision and direction of the Board.

Section VIII.03 **Removal.** Any Officer may be removed at any time, with or without cause, by a vote of a majority of the Directors present at a duly held meeting at which a quorum is present, subject to the rights, if any, of an officer under any contract of employment.

Section VIII.04 **Resignation.** Any officer may resign at any time by giving fourteen (14) days written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

Section VIII.05 **Vacancies.** A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the Board at the next regular or special meeting of the Board.

Section VIII.06 **Board Chair.** The Board Chair, if any, shall be a director and preside at all meetings of the Board, and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board. If the Company has both a Board Chair and a President, the Board shall, by resolution, establish the specific duties carried by each position.

Section VIII.07 **President.** The President shall preside at all meetings of the Board if there is no Board Chair or in the Board Chair's absence. He or she shall have the general powers and duties of supervision and management of the Company which usually pertain to his or her office and shall perform all such other duties as are properly required of him or her by the Board. The President shall possess the Company's power and authority to hire, supervise, and fire all of the Company's employees, subject to the terms of any employment contract. Furthermore, the President shall have the authority to bind the Company in expenditures (including issuing grants to third party organizations), contracts, or mission activations valued at one hundred thousand dollars (\$100,000 USD) or less without a Board vote. The President may bind the Company in expenditures exceeding \$100,000 if the Board of Directors has pre-approved such expenditures in the Annual Budget. As of the date of this bylaws execution, the

Board recognizes the appointment of Britnie Turner as the Company's President, serving a term of five (5) years subject to renewal.

Section VIII.08 Chief Operating Officer (C.O.O). Due to the nature of the often highly time sensitive and militaristic nature of the Company's missions, the Board shall also designate a Chief Operating Officer to assist the President in the operation of the Company and oversight of the missions. Like the President, the C.O.O. shall possess the Company's power and authority to hire, supervise, and fire all of the Company's employees, subject to the terms of any employment contract. The C.O.O. shall also possess the authority to bind the Company in expenditures (including issuing grants to third party organizations), contracts, or mission activations valued at one hundred thousand dollars (\$100,000 USD) or less without a Board vote. The C.O.O. may bind the Company in expenditures exceeding \$100,000 if the Board of Directors has pre-approved such expenditures in the Annual Budget. As of the date of this bylaws execution, the Board recognizes the appointment of Jeremy Locke as the Company's C.O.O, serving a term of four (4) years subject to renewal.

Section VIII.09 Secretary. The Secretary is responsible for maintaining accurate records, including minutes of meetings and corporate resolutions. They also oversee the management of official documents and ensure compliance with legal and regulatory requirements. Additionally, the secretary supports the Board of Directors in their duties. As of the date of this bylaws execution, the Board recognizes the appointment of Robert Eddy as the Company's Secretary, serving a term of two (2) years subject to renewal.

(a) **Articles and Bylaws.** The Secretary shall keep or cause to be kept the original or a copy of the Company's Articles of Incorporation and these bylaws, as amended, at its principal office in the State of Tennessee.

(b) **Minutes and Resolutions.** The Secretary shall record, certify, and keep, or cause to be kept, the original or a copy of the minutes of all meetings and resolutions of the Board and its committees, and all meetings and ballots of the members. The minutes may also be kept in a form that is readily convertible into a clearly legible tangible form.

(c) **Notices and Reports.** The Secretary shall give and serve all notices and reports as required by law and these bylaws.

(d) **Annual Budget Approval and Expenditure Authority.** Upon the annual approval of the Master Annual Budget by the Board of Directors, the President, the Chief Operating Officer, and any individuals or committees specifically designated with authority of the President or Chief Operating Officer to make such pre-approved expenditures of the Corporation are hereby authorized to make expenditures within the limits and for the purposes outlined in the said budget.

(i) **Authority to Expend in Excess of \$100,000.** Specifically, if the Board has approved a Master Annual Budget, officers are empowered to incur Company expenditures in excess of \$100,000 without requiring additional approval from the Board, provided that:

(A) The expenditure is within the total approved budget amount;

(B) The expenditure is allocated towards the same intended budgetary purpose as originally approved by the Board in the Master Annual Budget; and

(C) The expenditure does not exceed the individual budget line item by more than 10% without prior notification to and approval by the Board.

(ii) **Documentation and Reporting.** Officers exercising this authority must ensure that all such expenditures are properly documented and reported in accordance with the Corporation's financial policies and procedures. Regular financial reports detailing these expenditures shall be submitted to the Board at intervals determined by the Board but not less than quarterly.

(iii) d. Purpose and Limitations. This authority is granted to facilitate efficient operational management and the effective furtherance of the Corporation's mission, within the financial constraints and strategic directions set by the Board. It is not intended to permit expenditures that would alter the fundamental purpose of the budgetary allocations as approved in the Master Annual Budget.

(iv) e. Review and Adjustment. The Board reserves the right to review and adjust this expenditure authority as part of its regular financial oversight and budgetary control processes or in response to changing financial or operational circumstances of the Corporation.

(e) Corporate Seal. The Secretary shall keep the corporate seal, if any, to sign such instruments that may require the seal and his or her signature.

(f) Inspection. The Secretary shall exhibit at all reasonable times the Company's Articles of Incorporation , bylaws, and minute book to any director and member upon written demand at the office of the Company.

Section VIII.10 Treasurer. The Treasurer shall have the following powers and duties, and such other powers and duties as usually pertain to his or her office or as are properly required of him or her by the Board. As of the date of this bylaws execution, the Board recognizes the appointment of Tori Broyles as the Company's Treasurer, serving a term of two (2) years subject to renewal.

(a) Books of Account. The Treasurer shall have the custody of all the funds and securities of the Company and shall keep and maintain full and accurate accounts of all deposits, disbursements, properties, and business transactions of the Company.

(b) Deposits and Disbursements. The Treasurer shall deposit all money and other valuable effects in the name and to the credit of the Company in the depositories designated by the Board and shall disburse the funds of the Company as may be ordered by the Board.

(c) Financial Report. The Treasurer shall render to the President and any of the directors of the Company, at the annual meeting of the Board and upon request, an account of his or her transactions as Treasurer and of the financial condition of the Company.

(d) Inspection. The Company's books of account and records shall be open to inspection at all reasonable times to the President and any of the directors of the Company upon request at the office of the Company.

Section VIII.11. Powers and Duties of Officers. The powers and duties of the officers of the Company shall be as provided from time to time by resolution of the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by the officers of companies similar in organization and charitable purposes to the Company, subject to the control of the Board.

Section VIII.12. Additional Officers. The Board may from time to time appoint such additional officers as it shall deem necessary. To the fullest extent allowed by law, the Board may prescribe each additional officer his or her respective title, term of office, authority, and duties.

Section VIII.13. Compensation. The salaries of the Company's officers shall be fixed from time to time by the Board or by such committee to which the Board has delegated such authority. No officer shall be prohibited from receiving compensation because the officer is also a director of the Company as long as such compensation is permitted under Section V.09 of these bylaws. The salaries of all officers shall be just and reasonable and given in return for services actually rendered for the Company.

ARTICLE IX. EXECUTION OF INSTRUMENTS; DEPOSITS

Section IX.01 Contracts and Instruments. The Board, subject to the Company's CONFLICT OF INTEREST POLICY adopted by the Board and as amended from time to time (the "**Conflict of Interest Policy**"), attached hereto as **Exhibit A** and incorporated into these bylaws by reference, and Article XI of these bylaws, may authorize the President and Chief Operating Officer to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness in the name of and on behalf of the Company with a dollar value up to One Hundred Thousand Dollars (\$100,000). For any contract or instrument exceeding \$100,000, the Board must approve the contract or instrument by a majority of the Board. Such authority may be general or may be confined to specific instances. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

Section IX.02 Deposits. The funds of the Company shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

ARTICLE X. INDEMNIFICATION AND INSURANCE

Section X.01 Definitions. For purposes of this Article X, capitalized terms used herein shall have the meanings set forth in this Section 9.01:

(a) "**Agent**" means any person who (i) is or was a director, officer, employee, or other agent of the Company; (ii) is or was serving at the request of the Company as a director, officer, employee, or agent of another foreign or domestic Company, partnership, joint venture, trust or other enterprise; or (iii) was a director, officer, employee, or agent of a foreign or domestic Company that was a predecessor Company of the Company or of another enterprise at the request of the predecessor Company.

(b) "**Proceeding**" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

(c) "**Expenses**" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under this Article X or Section 5238(d) or 5238(e)(3) of the Tennessee Nonprofit Company Law.

(d) "**Third-Party Actions**" means any action or proceeding other than those:

(i) by or in the right of the Company to procure judgment in its favor;

(ii) brought under Section 5233 of the Tennessee Nonprofit Company Law regarding self-dealing transactions; or

(iii) brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust.

Section X.02 Indemnification in Third-Party Actions. The Company shall, to the fullest extent now or hereafter permitted by law, indemnify any Agent of the Company made, or threatened to be made, a party to any Third-Party Action by reason of the fact that he or she was an Agent of the Company, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, including reasonable attorneys' fees, if the Agent:

(a) Acted in good faith

(b) In a manner the Agent reasonably believed to be in the best interests of the Company; and

(c) In the case of a criminal proceeding, had no reasonable cause to believe the Agent's conduct was unlawful.

The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Agent did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Company or that the Agent had reasonable cause to believe that the Agent's conduct was unlawful.

Section X.03 Indemnification in Other Actions. The Company shall indemnify any Agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Company, or brought under Section 5233 of the Tennessee Nonprofit Company Law regarding self-dealing transactions, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, against expenses actually and reasonably incurred by the Agent in connection with the defense or settlement of the action if the Agent acted:

- (a) In good faith;
- (b) In a manner the Agent believed to be in the best interests of the Company; and
- (c) With such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section X.04 Limitation on Indemnification in Other Actions. No indemnification shall be made under Section 9.03:

- (a) In respect of any claim, issue, or matter as to which the Agent has been adjudged to be liable to the Company in the performance of the Agent's duty to the Company, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

Section X.05 Mandatory Indemnification. The Company shall indemnify any Agent against expenses actually and reasonably incurred where the Agent has been successful on the merits in defense of any proceeding described in Section IX.02 and IX.03 of these bylaws, or in defense of any claim, issues, or matter therein.

Section X.06 Insurance. The Company may purchase and maintain insurance to indemnify any Agent against any liability asserted against or incurred by an Agent in that capacity or arising out of the Agent's status as an Agent, whether or not the Company would have the power to indemnify the Agent against that liability under Section 5238 of the Tennessee Nonprofit Company Law; provided, however, that the Company shall have no power to purchase and maintain insurance to indemnify any Agent for a violation of Section 5233 of the Tennessee Nonprofit Company Law.

Section X.07 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Company before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it shall be determined ultimately that the Agent is entitled to be indemnified as authorized in this Article X or under Section 5238 of the Tennessee Nonprofit Company Law.

ARTICLE XI. GENERAL PROVISIONS

Section XI.01 Fiscal Year. The fiscal year of the Company shall be the calendar year unless otherwise provided by the Board.

Section XI.02 Corporate Seal. The corporate seal, if any, shall have inscribed thereon the name of the Company, the year of its organization, and the words "Corporate Seal, Nonprofit Public Benefit Company, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. Failure to affix the seal to corporate instruments shall not affect the validity of such instruments.

Section XI.03 Books and Records. The Company shall keep at the principal office of the Company correct and complete books and records of the activities and transactions of the Company, including the minute book, which shall contain a copy of the Articles of Incorporation, a copy of these bylaws as amended to date, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.

Section XI.04 Records Retention and Destruction Policy. In any instance where the Company faces issues related to document retention, it shall follow the procedures and rules set out in THE NONPROFIT'S RECORDS RETENTION AND DESTRUCTION POLICY attached hereto as **Exhibit B** and incorporated into these bylaws by reference.

Section XI.05 Whistleblower Policy. The Company shall follow the policies and procedures set out in the NONPROFIT'S WHISTLEBLOWER POLICY, attached hereto as **Exhibit C**, as amended from time to time, and incorporated into these bylaws by reference, in any instance where a director, officer, employee, or volunteer reports a suspected violation of law or corporate policy.

Section XI.06 Annual Returns. The Entire Board shall review the Company's annual filing with the Internal Revenue Service before it is filed.

Section XI.07 Annual Report; Statements of Transactions and Indemnification. The Board must send an annual report to each director and member not later than 180 days after the close of the Company's fiscal year, to the extent permissible under the Governing Law. If approved by a majority of the Board, the annual report and any accompanying material sent pursuant to this Section XI.07 may be sent by electronic transmission by the Company. The report must be accompanied by either a report of an independent accountant or, if there is no such report, the certificate of the Secretary of the Company that such statements were prepared without audit from the books and records of the Company. The annual report shall contain in appropriate detail the following:

- (a) The assets and liabilities, including the trust funds, of the Company as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Company, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the Company, for both general and restricted purposes, during the fiscal year;
- (e) A statement describing any transaction during the previous fiscal year that involved more than fifty thousand dollars (\$50,000), or a series of transactions with the same person that in the aggregate involved more than fifty thousand dollars (\$50,000) and in which:
 - (i) The Company, its parent, or its subsidiary was a party; and
 - (ii) Any director or officer of the Company, its parent, or its subsidiary had a direct or indirect material financial interest (not including a mere common directorship).

The statement shall include:

- (i) The names of the directors or officers involved in such transactions;
- (ii) The person's relationship to the Company;

- (iii) The nature of the person's interest in the transaction; and
- (iv) Where practicable, the amount of such interest.

(b) A statement of the amount and circumstances of any indemnifications or advances aggregating more than ten thousand dollars (\$10,000) paid during the fiscal year to any officer or director of the Company pursuant to Section 5238 of the Tennessee Nonprofit Company Law.

Section XI.08 Electronic Signatures. Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

Section XI.09 Severability. If any provision of these Bylaws is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and these Bylaws shall be construed as if such invalid, illegal, or unenforceable provision had never been included herein.

Section XI.10 Entire Agreement. This Agreement, including the Exhibits and Appendices attached hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section XI.11 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (30) days, then, upon notice by either Party to the other, all disputes, claims, questions, or disagreements shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, including the Expedited Procedures where applicable, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in the State of Tennessee or by online virtual means and be conducted in the English language. The Parties agree that the decision of the arbitrator(s) shall be the sole, exclusive, and binding resolution of the dispute between them.

Section XI.12. Monitoring and Review. The effectiveness of this Policy and its procedures will be regularly monitored and reviewed by the Board of Directors at least once per every five years to ensure it meets the legal, regulatory, and ethical obligations of Aerial Recovery and reflects best practices. The review will consider any changes in legislation, guidance from regulatory bodies, or internal developments within Aerial Recovery that may affect this Policy. Adjustments, amendments, or revisions to the Policy will be made as deemed necessary following a review, and all changes will be communicated to Aerial Recovery's Board Members, staff, contractors, and volunteers promptly. The Board may also solicit feedback from these stakeholders to inform the review process. The date of each Policy review and any amendments will be recorded, with the Policy version updated accordingly to ensure clarity and transparency.

Section XI.13. Counterparts. The Bylaws may be executed in multiple counterparts, by the Board of Directors, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. It is understood and agreed that the Bylaws do not need to be signed on a single document but may be signed on separate documents, and the signatures so obtained shall be collected and considered as having the same effect as if all signatures appeared on a single document. This provision is intended to facilitate the execution of the Bylaws by allowing for signatures to be gathered in a manner that is most convenient for all Board Members, acknowledging that logistical or geographical challenges may prevent obtaining all signatures on a single copy of the document.

**ARTICLE XII
CONFLICT OF INTEREST TRANSACTIONS**

Section XII.01 In any instance where the Company proposes to enter into a conflict of interest transaction, including self-dealing transactions as defined in the Company's Conflict of Interest Policy and under Section 5233 of the Tennessee Nonprofit Company Law, the Company shall follow the procedures and rules set out in the Conflict of Interest Policy attached hereto as **Exhibit A** and incorporated into these bylaws by reference..

**ARTICLE XIII
AMENDMENTS**

Section XIII.01

- (a) The board may adopt, amend, or repeal bylaws by the affirmative vote of the Board except that:
- (i) Such action may not materially and adversely affect the rights of the members as to voting and transfer without the approval of the members.
 - (ii) Where any corporate action requires a greater vote in these bylaws, any amendment or repeal of such provision must be approved by the same greater vote.
 - (iii) No amendment may extend the term of a director beyond that for which the director was elected.
 - (iv) Such action shall be authorized at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein.
 - (v) Any amendment or repeal of these bylaws and incorporated Exhibits may occur only with the approval in writing of the President.
- (b) The members may adopt, amend, or repeal bylaws by the approval of the members.

**ARTICLE XIV
NON-DISCRIMINATION**

Section XIII.01 In all of its dealings, neither the Company nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, culture, national origin, marital status, sexual preference, mental or physical handicap, or any category protected by state or federal law.

**ARTICLE XV
REFERENCE TO Articles of Incorporation**

Section XIV.01 References in these bylaws to the Articles of Incorporation, also referred to as the corporate charter, shall include all amendments thereto or changes thereof unless specifically expected by these bylaws. In the event of a conflict between the Articles of Incorporation and these bylaws, the bylaws shall govern.

SIGNATURE PAGE FOLLOWS

The undersigned, Secretary, hereby certifies that she is the duly elected and acting Secretary of Aerial Recovery, a Tennessee Nonprofit Public Benefit Company, and that the foregoing Restated Bylaws were adopted as the bylaws of the Company as restated as of _____, and that the same do now constitute the bylaws of the Company.

IN WITNESS WHEREOF, the undersigned have executed this certificate on behalf of the Company. The signatures of the foregoing directors shall serve as the formal adoption of the Restated Bylaws inclusive of the referenced **Exhibits A through K** and their respective appendices, thereby integrating them fully into the scope and effect of this agreement.

BOARD OF DIRECTORS

By: _____ Date: _____

Name: **Britnie Turner**

Title: President, Founder

By: _____ Date: _____

Name: **Robert Eddy**

Title: Secretary

By: _____ Date: _____

Name: **Jeremy Locke**

Title: Chief Operating Officer, Founder

By: _____ Date: _____

Name: **Brett Harmeling**

By: _____ Date: _____

Name: **Brett James**

By: _____ Date: _____

Name: **Morgan Ortagus**

By: _____ Date: _____

Name: **Rosemary Calcese**

EXHIBIT A

Aerial Recovery **CONFLICT OF INTEREST POLICY**

Effective Date: _____

The officers, directors, trustees, and staff members of nonprofit organizations must be aware of both real and apparent conflicts of interest that may occur in the course of conducting the affairs of the organization and that the appearance of a conflict of interest can be troublesome, even if there is in fact no conflict whatsoever. Those associated with a nonprofit organization may have multiple interests and affiliations and various positions of responsibility within the community. Therefore, it is likely that situations will arise where a person associated with the organization will have conflicting interests and/or duties of loyalty to others.

I.Purpose.

The purpose of this Conflict of Interest Policy (this “Policy”) is to protect the interests and tax exempt status of Aerial Recovery, a Tennessee Public Benefit Company (hereinafter, “Aerial Recovery”). This Policy sets forth the procedures to be followed when Aerial Recovery is contemplating entering into any transaction or arrangement that may benefit the private interests of an officer, director, trustee, or staff member of Aerial Recovery or may result in a possible excess benefit transaction. This Policy is intended to supplement, but not replace any applicable state or federal laws governing conflicts of interest applicable to non-profit and charitable organizations.

II.Definitions.

- a. Board.** Collectively refers to the voting Directors and the voting Board of Directors, if applicable.
- b. Conflict of Interest.** A conflict of interest occurs where an Insider’s obligations to further Aerial Recovery’s charitable purposes is at odds with the Insider’s own Financial Interests. For example, a Conflict of Interest would occur where an Insider votes on a contract between Aerial Recovery and a business that is owned by the Insider, or where the subject matter of the vote pertains to the Insider’s compensation. In these situations, the Insider becomes an Interested Person (as defined below).
- c. Directors.** The individual members of Aerial Recovery’s voting Board of Directors, excluding non-voting members comprising the Aerial Recovery “Advisory Board.”
- d. Financial Interest.** An Insider has a Financial Interest if the Insider has, directly or indirectly, through business, investment, or family:
 - i.**An ownership or investment interest in any entity with which Aerial Recovery has a transaction or arrangement;
 - ii.**A financial arrangement with Aerial Recovery or with any entity or individual with which Aerial Recovery has a transaction or arrangement; or
 - iii.**A potential ownership or investment interest in, or financial arrangement with, any entity or individual with which Aerial Recovery is negotiating a transaction or arrangement.

A financial arrangement may be a direct or indirect remuneration or substantial gifts or favors.

- e. **Governing Board.** Any committee of Aerial Recovery with governing board delegated powers and authority.
- f. **Insider.** Any officer, director, trustee, or member of a Governing Board of Aerial Recovery.
- g. **Interested Person.** Any Insider who has a direct or indirect Financial Interest.
- h. **Meeting.** Any annual, regular, or special meetings of the Board.

III. Duties of Insiders. Each Insider hereby acknowledges and agrees that he or she has the following duties:

- a. **Duty of Care.** Insiders agree to take care to ensure prudent use of all of Aerial Recovery's assets, including facility, people, and good will.
- b. **Duty of Loyalty.** Insiders agree to: (i) ensure that Aerial Recovery's activities and transactions are advancing its mission; (ii) recognize and disclose Conflicts of Interest; and (iii) make decisions that are in the best interest of Aerial Recovery, not in the best interest of the individual Insider, or any other individual or for-profit entity.
- c. **Duty of Obedience.** Insiders agree to ensure that Aerial Recovery: (i) obeys all applicable laws and regulations; (ii) follows its Bylaws; and (iii) adheres to its stated purpose/mission.
- d. **Duty to Disclose Conflicts of Interest.** Upon learning of any actual or potential Conflict of Interest, the Insider who may be an Interested Person must disclose the existence and all material details of his or her Financial Interest in the proposed transaction or arrangement to the Board prior to any vote to enter into the proposed transaction or arrangement. If the Insider was unaware of the transaction or arrangement in which he or she may be an Interested Person, then the Insider must notify the Board as soon as the Insider becomes aware of the potential Conflict of Interest.

IV. Conflict of Interest Analysis. The procedure for the disclosure and determination of an actual or potential Conflict of Interest shall be as follows:

- i. The Insider may make a presentation or speech at a Meeting at which the transaction or arrangement is to be voted on by the Board.
- ii. The Board shall have a reasonable opportunity to ask the Insider questions regarding the potential Conflict of Interest.
- iii. The Insider shall then excuse himself or herself from the meeting.
- iv. The chairperson of the Meeting shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- v. The Board shall discuss the potential Conflict of Interest exists and seek any outside information that may help in analyzing the situation.
- vi. If the Board determines that a Conflict of Interest does exist, the Board shall consider whether Aerial Recovery can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest.

vii. If a more advantageous transaction or arrangement is not reasonably possible under the circumstances not producing another conflict of interest, the Board shall determine by a Majority Vote of the disinterested directors whether the transaction or arrangement is in Aerial Recovery's best interests, for its own benefit, and whether it is fair and reasonable.

viii. Given the determination of the Board in Section IV.c.vii above, the Board shall determine whether or not to enter into the transaction or arrangement.

ix. If the Board does not have sufficient information to vote upon the Conflict of Interest at the Meeting, the Board shall be given a reasonable period of time to obtain such information, and another meeting shall be scheduled to vote on the Conflict of Interest prior to making a decision on whether to proceed with the transaction or arrangement.

V. Violations.

a. Failure to Disclose. If the Board has reasonable cause to believe an Interested Person has failed to disclose an actual or potential Conflict of Interest, the Board shall inform the Interested Person for the basis of such belief and give the Interested Person a reasonable opportunity to explain the alleged failure to disclose.

b. Further Action. If, after the explanation and any further investigation as warranted by the circumstances, the Board determines that the Interested Person has intentionally or negligently failed to disclose an actual or potential Conflict of Interest, the Board shall take appropriate corrective and disciplinary action, including, but not limited to requesting the resignation of the Interested Person.

VI. Minutes & Records. The minutes of the Board shall contain:

- a.** The name(s) of the Insider(s) who disclosed or others were found to have a Financial Interest in connection with an actual or potential Conflict of Interest;
- b.** The nature of the Financial Interest;
- c.** Any action taken to determine whether a Conflict of Interest existed;
- d.** The Board's decision as to whether a Conflict of Interest existed;
- e.** The names of the persons who were present for discussions and relating to the transaction or arrangement;
- f.** The content of the discussion, including any alternatives to the proposed transaction or arrangement; and
- g.** A record of any votes taken in connection with the foregoing, including the voting outcomes for each person who voted.

VII. Compensation. Any Insider who receives compensation from Aerial Recovery, directly or indirectly, and whose jurisdiction includes voting on compensation matters, shall be: (a) precluded from voting on any matters pertaining to such Insider's own compensation; and (b) prohibited from providing any information to the Board regarding compensation.

VIII. Annual Statements. Each Insider shall annually sign a statement which affirms such person:

- a.** Has received a then current copy of this Policy;
- b.** Has read and understands this Policy;
- c.** Agrees to comply with this Policy; and

d. Acknowledges and understands that Aerial Recovery is a charitable organization and in order to maintain its state and federal tax exempt status, Aerial Recovery must engage primarily in activities which accomplish one or more of its tax exempt purposes.

IX. Periodic Reviews. To ensure that Aerial Recovery operates in a manner consistent with its charitable purposes and does not engage in activities that may jeopardize its tax exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation and benefits are reasonable, based on competent survey information and the results of arm's length bargaining;

b. Whether any partnerships, joint ventures, or arrangements with Insiders conform to Aerial Recovery's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or an excess benefit transaction.

When conducting periodic reviews, Aerial Recovery may, but is not obligated to, use outside advisors. If outside advisors are used, the use of such outside advisors shall not relieve the Board of its responsibility to ensure that periodic reviews are actually conducted.

I do hereby certify that this Conflict of Interest Policy for Aerial Recovery is approved and adopted by the Board of Directors of Aerial Recovery on the Effective Date above.

AERIAL RECOVERY

By: _____
Robert Eddy, Secretary

EXHIBIT B

AERIAL RECOVERY

Document Retention and Destruction Policy

Document Destruction

The Document Retention and Destruction Policy identifies the record retention responsibilities of staff, volunteers, members of the board of directors, and outsiders for maintaining and documenting the storage and destruction of the organization's documents and records.

The organization's staff, volunteers, members of the board of directors, committee members and outsiders (independent contractors via agreements with them) are required to honor the following rules:

- a. Paper or electronic documents indicated under the terms for retention in the following section will be transferred and maintained by the Compliance Officer and/or the Secretary;
- b. All other paper documents will be destroyed after three years;
- c. All other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year;
- d. No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation (check with legal counsel or the human resources department for any current or foreseen litigation if employees have not been notified); and
- e. No paper or electronic documents will be destroyed or deleted as required to comply with government auditing standards (Single Audit Act).

Record Retention³

The following table* indicates the minimum requirements and is provided as guidance to customize in determining your organization's document retention policy. Because statutes of limitations and state and government agency requirements vary from state to state, each organization should carefully consider its requirements and consult with legal counsel before adopting a Document Retention and Destruction Policy. In addition, federal awards and other government grants may provide for a longer period than is required by other statutory requirements.

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Type of Document	Minimum Requirement
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank reconciliations	2 years
Bank statements	3 years
Checks (for important payments and purchases)	Permanently

³* Adapted from National Council of Nonprofits.

Type of Document	Minimum Requirement
Contracts, mortgages, notes, and leases (expired)	7 years
Contracts (still in effect)	Contract period
Correspondence (general)	Permanently
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors and Donors)	Permanently
Deeds, mortgages, and bills of sale	Permanently
Depreciation schedules	Permanently
Duplicate deposit slips	2 years
Employment applications	3 years
Expense analyses/expense distribution schedules	7 years
Year-end financial statements	Permanently
Insurance records, current accident reports, claims, policies, and so on (active and expired)	Permanently
Internal audit reports	3 years
Inventory records for products, materials, and supplies	3 years
Invoices (to customers, from vendors)	7 years
Minute books, bylaws, and charter	Permanently
Patents, Intellectual Property, and related papers	Permanently
Payroll records and summaries	7 years
Personnel files (terminated employees)	7 years
Retirement and pension records	Permanently
Tax returns and worksheets	Permanently
Timesheets	7 years
Trademark registrations and copyrights and licenses for the same	Permanently
Withholding tax statements	7 years
Any other documents or data the President deems necessary to preserve	Indefinitely
Any other documents or data the Board of Directors deems necessary to preserve	Indefinitely

Resources

■ National Council of Nonprofits www.councilofnonprofits.org

■ BoardSource Record Retention and Document Destruction Policy—Download 4 Samples (E-Policy Sampler) www.boardsource.org/Bookstore.asp?Type=epolicy&Item=1071

■ Independent Sector www.independentsector.org/issues/sarbanesoxley.html

AICPA Management of an Accounting Handbook—2003 and IRS Appendix Document
www.cpa2biz.com/AST/Main/CPA2BIZ_Primary/PracticeManagement/PracticeAdministration/ PRDOVR~PC-090407/PC-090407.jsp

Guide to Record Retention Requirements in the Code of Federal Regulations: Contact the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402-9325 or from CCH, Inc. at www.onlinestore.cch.com

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AERIAL RECOVERY

By: _____
Robert Eddy, Secretary

EXHIBIT C

WHISTLEBLOWER POLICY



**Champions for
the public good**

Whistleblower Protection Policy

Aerial Recovery requires directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Aerial Recovery, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

1. Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that Aerial Recovery can address and correct inappropriate conduct and actions. It is the responsibility of all Board Members, officers, advisors, employees and volunteers to report concerns about violations of Aerial Recovery's code of ethics or suspected violations of law or regulations that govern Aerial Recovery's operations.

2. No Retaliation

It is contrary to the values of Aerial Recovery for anyone to retaliate against any Board Member, officer, advisor, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of Aerial Recovery. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

3. Reporting Procedure

Aerial Recovery has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with the leadership. If you are not comfortable speaking with your supervisor or leadership or you are not satisfied with your supervisor's response, you are encouraged to speak with a Board Member. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the Aerial Recovery's Compliance Officer, who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or the President or the organization's Compliance Officer.

Compliance Officer

The Aerial Recovery's Compliance Officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will advise the Board of Directors of all complaints and their resolution and will report at least annually to the Board of Directors on compliance activity relating to accounting or alleged financial improprieties. In the event that Aerial Recovery's Compliance Officer is vacant or

not yet appointed by the Board of Directors, correspondences to the compliance@aerialrecovery.org email address will be forwarded to the President or Secretary until such vacancy is filled.

4. Accounting and Auditing Matters

The Aerial Recovery’s Compliance Officer shall immediately notify the Finance Committee/ Board of Directors of any concerns or complaints regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

5. Acting in Good Faith

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense and shall be subject to serious disciplinary action in the Board of Directors’ sole discretion.

6. Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

7. Handling of Reported Violations

Aerial Recovery’s Compliance Officer will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Compliance Officer:

Compliance Officer
compliance@aerialrecovery.org

AERIAL RECOVERY

By: _____
Robert Eddy, Secretary

EXHIBIT D



VALUES AND CODE OF CONDUCT

OUR CORE VALUES

- We exist to save lives
- We always find a way
- We bring order
- We bridge purpose
- We are strategic planners
- We are culturally sensitive
- We are force multipliers
- We honor God through our service and actions

Our organization is committed to upholding the highest standards of moral and ethical conduct. As members of this community, we strive to possess the following characteristics:

- Integrity & Strength of Character
- Authenticity & Honesty
- Kindness & Compassion
- Courage & Bravery
- Selflessness & Service to others
- Humility & Empowering Others
- Solution-Minded Approach to problems
- Loyalty
- Inclusivity. We welcome and support people of all backgrounds and identities. This includes but is not limited to members of any sexual orientation, race, ethnicity, culture, national origin, social and economic class, educational level, immigration status, age, family status, political belief, religion, and mental and physical ability.
- Above all, our greatest value is our commitment and prioritization of our mission to save lives and stop evil

CODE OF CONDUCT DOS:

- Be a team player
- Pray before we serve
- Follow the chain of command
- Gripes go up

- Leave people and places better than we found them
- We honor God through our service and actions
- Maintain personal hygiene & health
- Speak up when sick or injured
- Always act with integrity of character
- We are efficient, organized & orderly
- We lead with kindness & compassion
- Choose courage & bravery when faced with adversity
- Act selflessly & embrace service to others with a joyful heart
- Value cultural sensitivity
- Speak & act with humility
- Approach problems with the creativity & innovation needed to find solutions
- Embrace collaboration
- Be loyal
- Be kind
- Respect authority
- Be confidential and trustworthy
- Be patient and courteous
- Be considerate
- Always conduct yourself professionally
- Above all, commit to and prioritize Aerial Recovery's mission to save lives and stop evil

CODE OF CONDUCT DON'TS:

- No drug or alcohol abuse in personal lives and especially no use of alcohol (or drugs) on missions
- Always represent Aerial Recovery Values positively in your online and social media presence.
- No cursing
- No fraternization
- No sexual misconduct
- No physical violence or use of aggressive language
- No bullying or harassment
- No gossiping or speaking ill of others or the organization
- No being impatient or rude
- No disrespecting or undermining authority
- No insulting or putting down others
- No threatening behavior or language
- No exclusionary behavior

- No discriminatory jokes and/or language
- No sharing sexually explicit or violent material via electronic devices or other means
- No personal insults, especially those using racist or sexist terms
- No unwelcome sexual attention
- No blaming
- No lying
- No stealing
- No cheating
- No advocating for, or encouraging, any of the above behavior

GROSS MISCONDUCT

- theft or fraud;
- physical violence or bullying;
- breach of Aerial Recovery's Safeguarding Policy, by action, omission or complicity
- deliberate and serious damage to property;
- serious misuse of organization's property or name;
- implying sponsorship by Aerial Recovery for personal gain without Aerial Recovery's consent
- deliberately accessing internet sites containing pornographic, offensive or obscene material;
- serious insubordination;
- unlawful discrimination or harassment;
- bringing the organization into serious disrepute;
- serious incapability at work brought on by alcohol or illegal drugs;
- causing loss, damage or injury through serious negligence or recklessness;
- serious breach of health and safety rules;
- serious breach of confidence
- sexual misconduct of any nature
- any illegal acts or behavior

EXHIBIT D CONT.

MISCONDUCT

&

DISCIPLINARY POLICY AND PROCEDURES

Definition of Misconduct

Misconduct includes any act (or failure to act) that the person committing it knew (or ought to have known) was criminal, unlawful or in violation of the Aerial Recovery Code of Conduct.

All employees and volunteers are responsible for ensuring their behavior meets the standards expected of them.

Aerial Recovery's Disciplinary Policy is designed to help promote respectable and orderly employment and volunteer relations as well as fairness and consistency in the treatment of individuals.

The approach of Aerial Recovery's Disciplinary Policy is to:

- Mitigate misconduct through training;
- Establish the full facts quickly;
- Deal with the individual and facts consistently and fairly;
- Unless an act of gross misconduct, encourage improvement through informal procedures in the first instance;
- Find the right balance between being careful to avoid making hasty decisions but to also take inappropriate behavior seriously to protect the organization and those we serve;
- empower the organization to take reasonable disciplinary actions at a set and reasonable timescale to address such behavior;
- Provide an opportunity for appeal against the outcome of a formal disciplinary meeting should someone feel they have been unjustly accused of alleged inappropriate behavior that has not been substantiated with evidence

PROCEDURE

1.1 Informal Approach

It is expected that most performance issues will be resolved through informal discussions between your superior or Board of Directors ("Leadership") and the Member, employee or volunteer, which are designed to highlight any problems in the Member, employee or volunteer's behavior, and to agree a course of action. Leadership should set aside regular times for Member, staff and volunteer meetings on an individual basis to ensure that any issues are not allowed to "drift", but are addressed sooner rather than later, specifying a time scale within which the behavior modification should take place. Serious behavior or performance issues should not wait until the next agreed meeting, but be responded to promptly. A brief note of the discussion should be held with Leadership and a copy shared with the individual.

Leadership will take formal action if:

- informal approach does not result in positive behavior change or improvement of performance
- the unsatisfactory behavior or performance is considered too serious to be classed as minor

- it is a case of gross misconduct

1.2 Formal Approach

Where, after a full investigation of the facts, a Member, employee or volunteer's conduct or performance warrants being dealt with through a formal disciplinary procedure, the following 3 step process will take place:

Step 1 – Statement of grounds for action and invitation to meeting

The Member, employee or volunteer's alleged conduct or characteristics, or other circumstances which have led to disciplinary action being contemplated will be set out in writing and given/sent to the Member, employee or volunteer. The Member, employee or volunteer will be invited to attend a meeting to discuss the matter, within 5 working days.

Step 2 – The meeting

The meeting must take place before any action is taken, except in the case where the disciplinary action consists of immediate suspension due to gross misconduct (examples of gross misconduct are listed below) and can only take place once the Member, employee or volunteer has:

- been informed on what basis the disciplinary action is being contemplated (as at Step 1), and
- had a reasonable opportunity to consider their response to that information.

The Member, employee or volunteer must take all reasonable steps to attend the meeting. Following the meeting the Member, employee or volunteer will be informed in writing within 5 working days of the decision and be notified of their right to appeal against the decision. The disciplinary action may take place before the appeal is heard.

Outcomes of a disciplinary meeting may include:

- verbal warning
- written warning
- final written warning
- dismissal with notice
- dismissal without notice.
-

Examples of gross misconduct may include, but is not restricted to:

- theft or fraud;
- physical violence or bullying;
- breach of safeguarding policy, by action, omission or complicity
- deliberate and serious damage to property;
- serious misuse of organization's property or name;
- deliberately accessing internet sites containing pornographic, offensive or obscene material;

- serious insubordination;
- unlawful discrimination or harassment;
- bringing the organization into serious disrepute;
- serious incapability at work brought on by alcohol or illegal drugs;
- causing loss, damage or injury through serious negligence;
- serious breach of health and safety rules;
- serious breach of confidence;
- sexual misconduct of any nature;
- any illegal acts or behavior;
- any other acts that the Board of Directors determines as an act of Gross Misconduct by vote.

Written records (notes of meetings, evidence and decisions) made during the disciplinary process, will be treated as confidential and kept in a locked file or secure digital folder.

Safeguarding Procedures

In addition, any member of staff or volunteer placed in regulated activity who is dismissed, re-deployed or chooses to resign, remove themselves due to:

- a) a relevant offense
- b) harm committed towards a person in their care
- c) the harm test (actions which pose a risk of harm towards the person in their care)
- d) relevant conduct (e.g. not upholding the expected standards of practice for the role)

will, at the point of permanent removal from regulated activity, be referred to the relevant local authorities. All relevant information may be shared with the relevant local authorities, in the knowledge that this will in turn be shared with the individual, should they make representation on their behalf.

Step 3 – Appeal

The Aerial Recovery Member, employee or volunteer must inform Aerial Recovery if they wish to appeal against the outcome of a disciplinary meeting (Note: a Member, employee or volunteer should appeal in writing within a week - 5 working days). The Member, employee or volunteer will be invited to attend a further meeting within 2 weeks (10 working days) of the letter being received, to which the Member, employee or volunteer must take all reasonable steps to attend. Following the appeal meeting, the Member, employee or volunteer will be informed in writing of the final decision.

EXHIBIT E



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, by and between, _____ ("RECIPIENT"), who resides at _____ and Aerial Recovery ("THE COMPANY"), with offices at 4235 Hillsboro Pike, Ste 300, Nashville, TN 37215 shall become effective on the date last executed below. RECIPIENT and COMPANY shall be collectively known as the "PARTIES." COMPANY and RECIPIENT desire to discuss certain matters regarding potential business transactions between the PARTIES. In connection with these discussions, and during any future business relationships, certain confidential and proprietary information regarding COMPANY will be provided to RECIPIENT. The PARTIES desire to establish the terms under which it will disclose certain confidential and proprietary information. Therefore, the PARTIES agree as follows:

1. CONFIDENTIAL INFORMATION

1.1 Confidential Information as defined below ("CONFIDENTIAL INFORMATION") shall mean all non-public, confidential or proprietary information disclosed before, on or after the date hereof, by the COMPANY to the RECIPIENT, or to any of such RECIPIENT's employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "Representatives"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including information concerning the COMPANY'S business ideas, business know-how, business plans, customers', suppliers' and other third parties', past, present and future business affairs including, without limitation, projects, properties, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies.

2. CONFIDENTIALITY OBLIGATIONS

2.1 Except as expressly authorized by prior written consent of the disclosing party, the receiving party shall for a period of five (5) years from the date of disclosure:

(a) limit access to any CONFIDENTIAL INFORMATION of the disclosing party received by the receiving party to him/herself/itself and their employees and consultants who have a need-to-know in connection with the evaluation of the potential business transaction or existing business relationship as defined by COMPANY, and only for use in connection therewith; and

(b) advise RECIPIENT'S employees and consultants having access to the CONFIDENTIAL INFORMATION of the disclosing party of the proprietary nature thereof and of the obligations set forth in this Confidentiality Agreement; and

(c) take appropriate action by instruction or agreement with RECIPIENT'S employees and consultants having access to the CONFIDENTIAL INFORMATION of the disclosing party to fulfill the receiving party's obligations under this Confidentiality Agreement; and

(d) safeguard all CONFIDENTIAL INFORMATION of the disclosing party received by the receiving party, using a reasonable degree of care, but not less than that degree of care used by the receiving party in safeguarding its own similar information or material; and

(e) use all CONFIDENTIAL INFORMATION of the disclosing party received by the receiving party solely in connection with the business relationship between the PARTIES as defined by COMPANY; and

(f) not disclose any CONFIDENTIAL INFORMATION of the disclosing party received by the receiving party to third parties; and

(g) not disclose the existence of the discussions to any third party.

2.2 Upon the request of the disclosing party, the receiving party shall destroy or surrender to the disclosing party all memoranda, notes, records, drawings, manuals, records, and other documents or materials (and all copies of the same) pertaining to or including the CONFIDENTIAL INFORMATION of the disclosing party. Upon the return or destruction of such materials, the party returning materials agrees to certify, in writing and upon request from the disclosing party, that all of the foregoing materials have been surrendered to the disclosing party.

3. EXCEPTIONS TO CONFIDENTIALITY

3.1 The obligations of confidentiality and restriction on use set forth in this Agreement shall not apply to any CONFIDENTIAL INFORMATION that:

(a) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the disclosing party as much advance notice of the possibility of such disclosure as is practical so that the disclosing party may attempt to stop such disclosure or obtain a protective order concerning such disclosure .

4. NO IMPLIED OBLIGATIONS

4.1 Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the party's meetings or conversations with respect to the subject matter stated above or with respect to whatever CONFIDENTIAL INFORMATION is exchanged. Each party further acknowledges that this Agreement and any meetings and communications of the PARTIES relating to the same subject matter shall not:

(a) constitute an offer, request, or contract with the other to engage in any research, development or other work;

(b) constitute an offer, request or contract involving a buyer-seller relationship, venture, teaming or partnership relationship between the PARTIES; and

(c) impair or restrict either party's right to make, procure or market any products or services, now or in the future, which may be competitive with those offered by the other party, or which are the subject matter of this Agreement provided that any such services do not directly or indirectly involve the use or dissemination of the COMPANY's CONFIDENTIAL INFORMATION.

4.2 The PARTIES expressly agree that any money, expenses or losses expended or incurred by each party in preparation for, or as a result of this Agreement or the PARTIES' meetings and communications, is at each party's sole cost and expense provided, however, that notwithstanding anything to the contrary in this Agreement, neither party's rights shall be limited in law or equity to enforce the confidentiality and use obligations imposed hereunder. The PARTIES further acknowledge that the COMPANY will be irreparably harmed if the receiving party's obligations under this Agreement are not specifically enforced and that the disclosing party would not have an adequate remedy at law in the event of an actual or threatened violation by the receiving party of its obligations. Therefore, the receiving party agrees that the disclosing party shall be entitled to seek an injunction or any appropriate decree of specific

performance for any actual or threatened violations or breaches by the receiving party, its employees or agents, without the necessity of the disclosing party showing actual damages or that monetary damages would not afford an adequate remedy.

5. INTELLECTUAL PROPERTY

8. The Company acknowledges that during the course of its operations, it may create, develop, come into possession of, or otherwise acquire intellectual property rights and resources, including but not limited to trademarks, service marks, trade names, logos, patents, copyrights, and proprietary processes, know-how, technologies, software, inventions (whether patentable or not), and other forms of intellectual property (collectively, the "Intellectual Property"). All such Intellectual Property that is created, developed, or acquired by or on behalf of the Company, or that is derived from or based upon the work of the Company or its employees, volunteers, or agents acting within the scope of their relationship with the Company, shall be the sole and exclusive property of the Company.

9. The Company shall have the exclusive right, authority, and discretion to determine the manner in which any Intellectual Property is exploited, including the right to modify, register, commercialize, license, sell, or otherwise dispose of such Intellectual Property. The Company shall retain all revenues and benefits derived from such exploitation.

10. Any individual, including employees, volunteers, and agents, who contributes to the creation or development of Intellectual Property under the auspices of the Company shall execute any and all documents and take all actions necessary or desirable to evidence, perfect, record, or enforce the Company's rights in such Intellectual Property. Such individuals shall not assert any rights, title, or interest in or to any such Intellectual Property, except as may be expressly granted by the Company in writing.

11. The Company's name, trademarks, service marks, trade names, logos, and other identifying marks are valuable assets of the Company. Use of the Company's name and marks shall be in accordance with policies established by the Company, and no individual or entity shall use the Company's name or marks without the Company's prior written consent.

12. This Intellectual Property clause shall survive the termination of any relationship between an individual or entity and the Company.

6. NON COMPETITION

To the maximum extent permissible under the governing law, Recipient agrees that during the term of their association or employment with the Company, and for a period of two (2) years immediately following the termination of their employment, regardless of the cause or nature of such termination, the employee will not, directly or indirectly, engage in any business activity that is in direct competition with the principal business of the Company, or its successors or assigns. The employee acknowledges that the Company operates within and without the United States and accordingly agrees not to engage in competitive activities globally. The employee further agrees not to solicit or induce any employee or independent contractor of the Company to terminate or breach an employment, contractual, or other relationship with the Company during the term of this agreement and for a period of two (2) years thereafter.

7. NON DISPARAGEMENT

To the maximum extent permissible under the governing law, Recipient agrees that during the term of their association or employment with the Company to refrain from any actions or communications, including but not limited to oral and written forms such as social media posts, blogs, and media statements, which intentionally or reasonably could harm the Company, its reputation, its officers, directors, employees, or agents, or lead to unwanted or unfavorable publicity. This obligation persists beyond the termination of this

Agreement indefinitely. It does not prevent either party from making truthful statements required by law, regulation, or court order, provided that prior notice is given to the other party when legally permissible. In case of breach, the Company reserves the right to seek injunctive relief and any other legal remedies. The Receiving Party acknowledges the necessity of these restrictions to protect the Company's legitimate interests and the potential harm to the Company from any violation.

8. GOVERNING LAW

8.1 This Agreement and performance hereunder shall be governed by the laws of the State of Tennessee, excluding its conflicts of laws rules.

IN WITNESS WHEREOF, the PARTIES have executed this agreement as of the date of the last signature below.

RECIPIENT

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

Aerial Recovery Liability Waiver

ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER

This Event may involve serious risk of injury. I understand that by signing this form, I am giving up the right to sue if I am injured while participating in this Event.

As lawful consideration for being permitted by Aerial Recovery, and/or any affiliated entities (collectively, "**Aerial**") to volunteer, participate in and/or attend ("**Participate**") in any event, activity, or deployment with Aerial Recovery (and any and all events and activities in connection with and/or leading up to and after event, activity, deployment) that will take place in various environments not limited to areas affected by disaster and transit to the affected area (collectively, the "**Premises**") which, among other things, may have on-going clean up activity or other hazardous conditions that may increase the risk of accidents and injuries (together with all ancillary and related activities, the "**Event**"), I agree to this Assumption of Risk, Release and Liability Waiver ("**Release**") as follows:

1. **I Understand The Risk Involved In Participating In Any Event, Activity, or Deployment With Aerial Recovery.** I, _____, am _____ years old. **I understand that the activities involved in deployments, training, and any events with Aerial Recovery are physically and mentally intense.** I represent that I am physically fit, in good health, and have no physical or mental problems which would hinder me in any of such activities. I am sufficiently trained and experienced enough to understand the risks involved. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe or become aware of any hazardous condition during my participation, I will avoid such hazardous conditions, terminate my participation and immediately notify an appropriate official of such condition.

2. **I Assume The Risk Of Injury By Participating In Any Event, Activity, or Deployment With Aerial Recovery.** **I understand and accept that participating or volunteering in any Event, Activity, or Deployment may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and DEATH ("Injuries").** I expressly and voluntarily assume full responsibility for these risks, from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, food poisoning or other food/water-related illness including from Aerial supplies, inadequate training, failure to supervise and failure to warn of potential risks. I understand that these risks may be caused by Aerial, other participants, volunteers, myself or other third persons. **BY PARTICIPATING IN ANY EVENT, ACTIVITY, OR DEPLOYMENT, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (defined below) or others, and whether or not covered by my personal health or other type of insurance; and I assume full responsibility for any Injury I may sustain as a result of my participation in the Event.**

3. **Liability Waiver, Release And Promise Not To Sue.** I, on behalf of myself and each of my successors, heirs and assigns, unconditionally and irrevocably **waive liability, release, promise never to sue, forever discharge and relinquish any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys' fees and costs** (collectively, "**Claims**"), that I may incur or have against Aerial, its affiliates, landowners/lessors of the Event, Activity, or Deployment locations, each of the States through which the Event, Activity, or Deployment will go through; each of the Counties and Municipalities through which the Event will go through; and all officers, employees, agents, personal representatives, parents, subsidiaries, affiliates, successors and assigns of the foregoing and each of their respective owners, officers, shareholders, directors, employees and agents (collectively, all of the foregoing being the "**Released Parties**"), arising from or related to my participation in or volunteering with any Event, Activity, or Deployment including, without limitation, any Claims arising from or related to: (i) the actions or omissions of any of the Released Parties, other participants, volunteers, or other third parties; (ii) the inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) the conditions on or about the Event premises; (v) the breach of any implied or express warranty and/or representation of any of the Released Parties; (vi) transportation; (vii) weather conditions; and/or (viii) any other

operations associated with the Event, and, with respect to each of the foregoing, whether based on tort (**including, without limitation, acts of negligence and gross negligence**), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected (all of the foregoing shall be collectively referred to as the “**Released Claims**”).

4. **Covid-19 Waiver.** The coronavirus can cause COVID-19, which is declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is thought to spread person to person, mainly through contact or respiratory droplets produced when an infected person coughs, sneezes or talks. People reportedly can be unknowingly infected, without displaying symptoms, but still spread the virus to others. Participation in gatherings of people in close quarters for any duration of time may increase the risk of contracting COVID-19 if a carrier is in attendance. There presently is no known practical way to completely eliminate the possibility of transmission of coronavirus within social gatherings. Aerial has instituted certain measures recommended by federal, state and local authorities to mitigate the spread of COVID-19 during the Event. However, Aerial cannot guarantee that you, or any member of your family or anyone who comes in contact with you, will not become infected with COVID-19. Further, your participation in any Event, Activity, or Deployment as a volunteer increases the risk of you contracting COVID-19.

By signing this agreement: (1) I acknowledge the contagious nature of COVID-19; that I have read and understood the above warnings regarding COVID-19; and that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions or negligence of myself and others, including, but not limited to, Aerial.

(2) I voluntarily assume all risks that I may be exposed to the coronavirus by participating in any Event, Activity, or Deployment and its related activities; that such exposure may result in my contracting COVID-19 which consequently can cause illness, personal injury, permanent disability and/or death; and that I knowingly accept sole responsibility for any injury to myself (including, but not limited to, COVID-19, disability and death) and all damages, losses, expenses, claims and liabilities, of any kind related to COVID-19 which I may suffer or incur resulting from my participation in the Event and its related activities.

5. **Indemnity.** On behalf of myself and on behalf of my heirs, executors, administrators, successors, assigns, personal representatives and next of kin (collectively, the “**Releasors**”), I AGREE TO HEREBY RELEASE, DEFEND (at Aerial’s request), INDEMNIFY, AND HOLD HARMLESS the Released Parties from all liability and damages arising out of any and all the risks and hazards attendant upon my entry on, my presence at, my Participation or volunteering with any Event, Activity or Deployment or the Premises; and from any and all actions, causes of action, suits, costs, claims, rights, damages, losses, Injuries (to myself or to any third parties directly or indirectly relating to my Participation in or volunteering with the Event), expenses, judgments or demands of any kind or nature whatsoever and WHETHER ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, which I or the Releasors can or might have as a result of or arising out of my Participation or presence at the Event or about the Premises, including, but not limited to, claims for any personal/bodily injury, disability, death or property damage, which I, the Releasors or any person under this grant may suffer or sustain; and I further agree to indemnify, defend and hold harmless the Released Parties of, from and against any and/or all actions, causes of action, rights, losses, injuries, expenses, demands, costs, claims, suits, damages and judgments (including attorney’s fees and disbursements) of any kind or nature whatsoever, however caused and WHETHER ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, including, but not limited to, those for property damage and bodily injury, including death, arising out of or in connection with my presence at, Participation in or volunteering with any Event, Activity or Deployment or about the Premises.

6. **Consent To Medical Care.** I authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense if medical attention is needed. I also authorize any physician or other medical provider or facility to provide any emergency medical/surgical care. I acknowledge and agree that none of the Released Parties, as that term is defined in paragraph 3 (above), is under any legal obligation to render assistance to me.

7. Consent to Operational Expectations. I consent to Aerial’s operational standards of excellence and behavior, including but not limited to: and providing full rights to Aerial for my photo/image/likeness to be used in photo and

video content. I consent to Aerial's mission parameters and will follow all applicable laws/regulations, subject to being dismissed from our mission and volunteer corps at any time for gross misbehavior, neglect, etc. I also hereby consent to follow Aerial Recovery Group's chain of command and communication policies and understand that failure to follow can result in dismissal. Further, I understand that I am not to speak on behalf of or against Aerial for any reason before, during or after any event, activity or deployment.

I acknowledge and understand that this Release is an important legal document, and by signing this document I am waiving substantial legal rights I may otherwise have to recover damages for Injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law. I am 18 years of age or older.

RECIPIENT

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G



GRANT MANAGEMENT POLICY & PROCEDURES

The organization conducts due diligence on all Grantors and Grantees to ensure that the source of donated funds are legitimate and in no way linked or connected to risks of Money Laundering or Terrorist Financing.

Aerial Recovery has a grant application and management process that includes the following steps:

STEP 1: Aerial Recovery's 'Request for Funding Consideration - Proposal Template' (See Appendix A.) is sent to potential Grantees. They are asked to complete this form thoroughly and return it to Aerial Recovery Leadership.

STEP 2: The Leadership Team reviews these proposals on a case by case basis. Proposals that effectively demonstrate that the proposed organization, project, program, mission/operation or initiative is aligned with Aerial Recovery's mission, vision, charitable objectives and values and that present a comprehensive, strategic plan for how funds will be utilized in such a way as to effectively achieve the intended purpose are considered for funding.

It is at this point that due diligence (Reference Aerial Recovery's Ethical Fundraising & Due Diligence Policy) is conducted to mitigate any potential risks to the organization and to ensure that should grant funds be distributed, that they would be stewarded responsibly and with integrity.

It is Aerial Recovery's strong preference to provide grant funding to registered charities or at least regulated entities. There are unique cases where grant funding may be provided to a contractor or a team of contractors but these are only in the case of needing to fund an Anti-Human Trafficking operation (rescues or take-downs) by paying for contractors who are Anti-Human Trafficking Undercover Operators.

It is imperative that risk-mitigation measures are put into place prior to any grant funding being dispersed and that Key Performance Indicators (KPI's) and other monitoring, evaluation and impact measurement tools are in place to ensure that grant funds are supporting activities that are accomplishing the intended outputs, outcomes and impact.

STEP 3: Should the funding proposal meet the leadership team's assessment measures and the leadership team wish to approve the funding proposal, then the board of directors are presented with a request to approve said proposal (the board must be provided with all of the requisite information to make an informed decision).

STEP 4: Should the board approve the request for funding, then a grant/donation agreement is drafted (see Appendix B ‘AR Donation/Grant Agreement Template’) and is reviewed by both the Grantee and the Grantor and if in agreement, is then signed by both parties.

STEP 5: Once the grant/donation agreement is signed, the funds are distributed. The grant/donation agreement should detail key monitoring and evaluation measures and/or reporting terms that the Grantee must adhere to and report on within an agreed upon time frame.

APPENDIX A TO EXHIBIT G

Aerial Recovery is a registered 501 c 3 public charity in the United States of America that provides international disaster response humanitarian assistance.

REQUEST FOR FUNDING CONSIDERATION
- PROPOSAL TEMPLATE

Please use the following proposal form to submit requests for donations or grant funding considerations. A project plan and a detailed budget are required for your proposal to be considered. This template will help guide you on what information to provide.

If you have any questions, please do not hesitate to contact the President or a Board Member

APPLICANT'S NAME: _____

WHO YOU REPRESENT: _____
(The name of the organization, social enterprise, business, project, program, mission/operation or initiative that you are requesting funding to support)

THE CHALLENGE YOU ARE AIMING TO ADDRESS	
Please provide a brief description of the challenge that your organization, social enterprise, business, project, program, mission/operation or initiative is trying to address.	
Please provide any information (data, statistics, context, research) that demonstrates why this is a pressing issue that needs to be addressed.	
Please can you provide a brief explanation for how you became involved/what your role is?	

CONTACT EMAIL & PHONE #:

THE PROPOSED INITIATIVE

Please provide a brief summary of the proposed initiative

What are you aiming to achieve in the short, medium and long term?

Ultimately, what impact do you expect to see?

What phase is the project or program at?

For example:

- 1.Design, innovation and strategic planning phase
- 2.Ready to implement and deliver
- 3.Has already been demonstrated as effective - at the stage where it needs to be replicated and scaled.

What time-frame will the requested funding cover?

How would you use this funding if it was awarded to you?

(Please provide a brief narrative description here and be sure to also attach a detailed budget breakdown)

What are the top 3 main risks to the initiative?

Please include risk-mitigation strategies for each risk.

<p>What makes your organization, social enterprise, project, program or initiative one of the best ones we could fund to address the problem/challenge at hand?</p>	
<p>Why do you want to partner with Aerial Recovery to deliver this?</p>	

NUMBERS AND OTHER DETAILS	
How much total funding do you need to deliver this initiative?	
How much specific funding are you requesting from Aerial Recovery at this time?	
<p>Are you planning to facilitate this initiative through a registered non-profit (NPO) organization?</p> <p>If so, what is the name of the NPO and where is it registered? (Please send a copy of the NPO's proof of registration)</p> <p>If not, who are you proposing to deliver this initiative?</p>	
<p><i>For part-funded projects:</i></p> <p>Please list any other contributors and the amounts they are contributing: Is this a one-off project or program or is there a plan to continue it?</p> <p>Are future funding requests anticipated?</p> <p>Is there a pathway to financial sustainability of the project or program?</p>	
Aside from funding, is there anything else Aerial Recovery can do to help support this initiative?	
Please include any helpful websites, links to further information, videos, research, media coverage, reports, social media handle, etc.	
Please include any other information that you think may be helpful to share.	

APPENDIX b TO EXHIBIT G

GRANT/DONATION AGREEMENT

This Grant/Donation Agreement has been presented on INSERT DATE by Aerial Recovery ('Grantor') a registered 501 c 3 public charity in the United States of America (EIN #82-4664854) that provides insert charitable activity that is most relevant to grand/donation funding, for example, AHT, Disaster Response, Animal Welfare, Veteran Support Services, etc. and to INSERT GRANTEE NAME ('Grantee') a (insert entity description. Such as "a non-profit organization registered in INSERT COUNTRY or STATE NAME with Charity Registration # XXXX" that conducts XXX charitable aims).

Grantor is pleased to donate a total of INSERT AMOUNT to Grantee for the restricted charitable purposes detailed in the attached APPENDIX A - FUNDING REQUEST FORM.

Grantee acknowledges by signing below that they understand that the donated funds are to be restricted for the charitable purposes detailed in the aforementioned form and are not to be spent in any other manner without the explicit written and signed approval of Grantee to amend this Grant/Donation Agreement. Grantor retains the right to take legal action should Grantor breach this signed Grant/Donation Agreement in any way.

Grantee acknowledges by signing below that they will send Grantor confirmation when the funds have been received by emailing Insert Aerial Recovery staff member managing this relationship's name and email address.

Grantee acknowledges by signing below that they will send a INSERT TIME PERIOD i.e.. Monthly, Quarterly, Annual DONATION/GRANT REPORT that includes the following:

- Financial Report (Line - item breakdown of how the donation was spent)
• Photographs and/or video of positive impact of charitable donation (Grantee is responsible for ensuring photo/video waivers are signed by any subjects in the photographs or videos. Grantee understands that photos and videos may be used by Grantor in social media posts, reports to donors, on Grantor's website, and any other outreach medium)
• Key Impact Metrics such as:
o Number of lives saved/positively impacted (and in what way);
o Number of people benefiting from a specific service, program, event, activity
o Amount of Aid Distributed (& to how many people and what demographic i.e.. Children, Refugees, etc.)
o Projected future impact
o Any other data/statistics that will demonstrate positive impact of donation

GRANTOR REPRESENTATIVE NAME
GRANTEE REPRESENTATIVE NAME

GRANTOR REPRESENTATIVE TITLE
GRANTEE REPRESENTATIVE TITLE

GRANTOR REPRESENTATIVE SIGNATURE
GRANTEE REPRESENTATIVE SIGNATURE

EXHIBIT H

AERIAL RECOVERY

Surveillance, Media Consent and General Release

This Surveillance, Media Consent and General Release (“Agreement”) is made and entered into effect by and between the individual/volunteer and Aerial (“AERIAL”).

1. I grant AERIAL, its agents, employees, licensees, and successors approval for the past use and permission for present and future use of surveillance, video recordings, photographs, and the use of my name, likeness, image, voice, appearance, quotes, and/or performance (“Image and/or Voice”).
2. I also grant to AERIAL the royalty-free and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, mix, reuse, modify, and any other legal use of my Image and/or Voice in print now known or hereafter devised, throughout the world in perpetuity, without additional notification, permission, approval or compensation on the internet, in presentations, public broadcast, and in all other recorded formats and forms of media.
3. I waive any right to inspect or approve the use of the Image and/or Voice or any publication copy that may be used in connection with its contents. I release AERIAL from all claims for libel, slander, invasion of privacy, production quality, and infringement of copyright or right of publicity or any other claim related to the Image and/or Voice. I understand that a fictitious name may be used in publicity related to the Image and/or Voice.
4. I grant permission for AERIAL to use any and all necessary surveillance methods throughout the duration of the training event. This includes any/all types of active and passive surveillance.
5. I grant permission for AERIAL to own the Image and/or Voice and use it for any lawful purpose, published individually or in conjunction with other photography, videos, and/or recordings in all media formats. AERIAL may copyright the Image and/or Voice.
6. I hereby release AERIAL and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above. I also certify that no other party has been granted copyright or an exclusive license to the Image and/or Voice, and I have the right to enter into an Agreement without restrictions.
7. AERIAL has no financial commitment or obligations to me as a result of this Agreement and AERIAL, its licensees, successors, and assigns will be entitled to retain any and all revenue that may be generated from any sales, licenses, assignments, or other transfers pursuant to the use or display of your Image and/or Voice in connection with Aerial business.

8. In consideration of all the above, I hereby acknowledge receipt of reasonable and fair consideration from AERIAL. I have read, understand, and agree to all of the above and that the rights granted AERIAL herein are perpetual and worldwide.

RECIPIENT

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT I



SOCIAL MEDIA POLICY & GUIDELINES

This policy serves as a guide for all Board Members, staff, contractors and volunteers using social media to promote the work of Aerial Recovery and in a personal capacity.

This policy will be reviewed on an ongoing basis, at least once a year. Aerial Recovery will amend this policy, following consultation, where appropriate.

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INTRODUCTION

What is Social Media?

Social media is the term given to web-based tools and applications which enable users to create and share content (words, images and video content), and network with each other through the sharing of information, opinions, knowledge and common interests.

-Examples of social media include Facebook, Twitter, LinkedIn and Instagram.

Why do we use Social Media?

Social media is essential to the success of communicating Aerial Recovery's work. It is important for staff to participate in social media to engage with our audience, participate in relevant conversations and raise the profile of Aerial Recovery's work.

Why do we need a Social Media Policy?

The difference between a personal and professional opinion can be blurred on social media, particularly if you're discussing issues relating to Aerial Recovery's work. While we encourage the use of social media, we have certain standards, outlined in this policy, which we require everyone to observe. Publication and commentary on social media carries similar obligations to any other kind of publication or commentary in the public domain.

This policy is intended for all staff members of all levels, contractors, interns and Board Members and applies to content posted on both an Aerial Recovery device and a personal device. *(It may also apply to volunteers who volunteer in a substantial way with the charity)*

Before engaging in work-related social media activity, staff must read this policy.

Setting out the Social Media Policy

This policy sets out guidelines on how social media should be used to support the delivery and promotion of Aerial Recovery and the use of social media by staff, contractors, Board Members and substantial volunteers in both a professional and personal capacity. It sets out what you need to be aware of when interacting in these spaces and is designed to help staff, contractors, Board Members and substantial volunteers support and expand our official social media channels, while protecting the charity and its reputation and preventing any legal issues.

Point of Contact for Social Media

Aerial Recovery has appointed a staff member who is responsible for the day-to-day publishing, monitoring and management of the charity's social media channels. If you have specific questions about any aspect of these channels, speak to this individual. No staff member can post content on Aerial Recovery's official channels without the permission of this individual or the President.

Which Social Media Channels do we use?

Aerial Recovery uses the following social media channels: *Facebook, LinkedIn, Instagram*

Aerial Recovery uses these accounts to share news with the public, to raise awareness about the mission, vision & charitable objectives of the organization and to encourage people to become involved in & support our work.

GUIDELINES

Using Aerial Recovery's Social Media Channels — Appropriate Conduct

13. The designated Social Media Management Team or the President is responsible for setting up and managing Aerial Recovery's social media channels & online platforms. Only those

authorized to do so by the President will have access to these accounts.

2. Aerial Recovery's Social Media Management Team or the President responds to comments within 12 hours.

Aerial Recovery expects all staff, contractors, Board Members and substantial volunteers to:

3. Be an ambassador for our brand. Staff and Board Members should ensure they reflect Aerial Recovery's values & Code of Conduct in what they post and use our tone of voice. Our brand guidelines set out our tone of voice that all staff should refer to when posting content on Aerial Recovery's social media channels.

4. Make sure that all social media content has a purpose and a benefit for Aerial Recovery, and accurately reflects Aerial Recovery's agreed position.

5. Bring value to our audience(s). Answer their questions, help and engage with them

6. Take care with the presentation of content. Make sure that there are no typos, misspellings or grammatical errors. Also check the quality of images.

14. Always pause and think before posting. That said, reply to comments in a timely manner, when a response is appropriate.

15. If staff outside of the Communication Team wish to contribute content for social media, whether non-paid for or paid for advertising, they should speak to the Social Media Management Team or President about this.

16. Staff and Board Members shouldn't post content about supporters or individual Beneficiaries without their express permission. If Staff and Board Members are sharing information about supporters, individual Beneficiaries or third party organizations, this content should be clearly labeled so our audiences know it has not come directly from Aerial Recovery. If using interviews, videos or photos that clearly identify a child or young person, staff must ensure they have the consent of a parent or guardian before using them on social media.

17. Always check facts. Staff and Board Members should not automatically assume that material is accurate and should take reasonable steps where necessary to seek verification, for example, by checking data/statistics and being wary of photo manipulation.

11. Be honest. Say what you know to be true or have a good source for. If you've made a mistake, don't be afraid to admit it.

18. Staff, board members or volunteers should refrain from offering personal opinions via Aerial Recovery's social media accounts, either directly by commenting or indirectly by 'liking', 'sharing' or 'retweeting'. If you are in doubt about Aerial Recovery's position on a particular issue, please speak to the Social Media Management Team or the President.

19. It is vital that Aerial Recovery does not encourage others to risk their personal safety or that of others, to gather materials.

20. Staff should not encourage people to break the law to supply material for social media, such as using unauthorized video footage. All relevant rights for usage must be obtained before publishing material.

15. Staff should not set up other Facebook groups or pages, Twitter accounts or any other social media channels on behalf of Aerial Recovery. This could confuse messaging and brand awareness. By having official social media accounts in place, the Social Media Management Team or the President can ensure consistency of the brand and focus on building a strong following.

16. Aerial Recovery is not a political organization and does not hold a view on party politics or have any affiliation with or links to political parties. We have every right to express views on policy, including the policies of parties, but we can't tell people how to vote.

17. If a complaint is made on Aerial Recovery's social media channels, staff should seek advice from the Social Media Management Team or the President before responding. If they are not available, then staff should speak to their deputy.

18.No one may offer a professional opinion, unless they are an appropriately qualified professional.

19.If you cite professional recommendations or findings, include which reputable authority you are quoting and, ideally, a link to the source document.

20.Do not post personal information, such as someone’s home address, and never post about individuals without their consent.

21.If you disagree with something and feel you should respond, always be courteous and do not personalize your response. Always try to offer alternatives solutions, as this helps to encourage debate, rather than argument.

22. Sometimes issues can arise on social media which can escalate into a crisis situation because they are sensitive or risk serious damage to the charity’s reputation. The nature of social media means that complaints are visible and can escalate quickly. Not acting can be detrimental to the charity. The Social Media Management Team or the President regularly monitors our social media spaces for mentions of Aerial Recovery so we can catch any issues or problems early. If there is an issue that could develop or has already developed into a crisis situation, it must escalate to the President.

Use of Personal Social Media Accounts — Appropriate Conduct

This policy does not intend to inhibit personal use of social media but instead flags up those areas in which conflicts might arise. Aerial Recovery staff are expected to behave appropriately, and in ways that are consistent with Aerial Recovery’s Values and Code of Conduct Policy, both online and in real life.

21. Be aware that any information you make public could affect how people perceive Aerial Recovery. You must make it clear when you are speaking for yourself and not on behalf of Aerial Recovery. If you are using your personal social media accounts to promote and talk about Aerial Recovery’s work, you must use a disclaimer such as: “The views expressed on this site are my own and don’t necessarily represent Aerial Recovery’s positions, policies or opinions.” If you offer an opinion, make clear it is an opinion and not fact.

2. Staff who have a personal blog or website which indicates in any way that they work at Aerial Recovery should discuss any potential conflicts of interest with the President. Similarly, staff who want to start blogging and wish to say that they work for Aerial Recovery should discuss any potential conflicts of interest with the President.

3. Those in senior management, and specialist roles where they are well known in their field of expertise, must take particular care as personal views published may be misunderstood as expressing Aerial Recovery’s view.

4. Use common sense and good judgment. Be aware of your association with Aerial Recovery and ensure your profile and related content is consistent with how you wish to present yourself to the general public, colleagues, partners and funders.

5. Aerial Recovery works with several high profile people. Please don't approach high profile people from your personal social media accounts to ask them to support the charity, as this could hinder any potential relationships that are being managed by the Social Media Management Team or the President. This includes asking for retweets/posts about the charity. If you have any information about high profile people that have a connection to our cause, or if there is someone who you would like to support the charity, please speak to the Social Media Management Team or the President to share the details.

22. If a staff member is contacted by the press about their social media posts that relate to Aerial Recovery, they should talk to the President immediately and under no circumstances respond directly.

8. Aerial Recovery is not a political organization and does not hold a view on party politics or have any affiliation with or links to political parties. When representing Aerial Recovery, staff are expected to hold Aerial Recovery's position of neutrality. Staff who are politically active in their spare time need to be clear in separating their personal political identity from Aerial Recovery, and understand and avoid potential conflicts of interest.

9. Never use Aerial Recovery's logos or trademarks unless approved to do so. Permission to use logos should be requested from the Social Media Management Team or the President.

23. Always protect yourself and the charity. Be careful with your privacy online and be cautious when sharing personal information. What you publish is widely accessible and will be around for a long time, so do consider the content carefully. When you are using social media sites at work, it is important that you do so safely.

11. Think about your reputation as well as the charity's. Express your opinions and deal with differences of opinion respectfully. Don't insult people or treat them badly. Passionate discussions and debates are fine, but you should always be respectful of others and their opinions. Be polite and the first to correct your own mistakes.

24. We encourage staff to share tweets and posts that we have issued. When online in a personal capacity, you might also see opportunities to comment on or support Aerial Recovery and using the guidelines within this policy, we encourage staff, board members and volunteers to do this as it provides a human voice and raises our profiles. However, if the content is controversial or misrepresented, please highlight this to the Social Media

Management Team or the President who will respond as appropriate.

25. Don't be offensive to anyone, for any reason. If you wouldn't say it to their face, don't say it at all and, if you wouldn't want your mother to read it, don't write it.

14. Employees must not post provocative or inappropriate images, videos, or media that might harm their or the organization's reputation, including sexually suggestive or explicit content, or any material that discriminates or incites violence against individuals or groups. Violations may lead to disciplinary action, including termination.

FURTHER GUIDELINES

Libel

Libel is when a false written statement that is damaging to a person's reputation is published online or in print. Whether staff are posting content on social media as part of their job or in a personal capacity, they should not bring Aerial Recovery into disrepute by making defamatory comments about individuals or other organizations or groups.

Copyright Law

It is critical that all staff abide by the laws governing copyright, under the Copyright, Designs and Patents Act 1988. Never use or adapt someone else's images or written content without permission. Failing to acknowledge the source/author/resource citation, where permission has been given to reproduce content, is also considered a breach of copyright.

Confidentiality

Any communications that staff make in a personal capacity must not breach confidentiality. For example, information meant for internal use only or information that Aerial Recovery is not ready to disclose yet. For example, a news story that is embargoed for a particular date. Please refer to our Confidentiality Policy for further information.

Discrimination and Harassment

Staff should not post content that could be considered discriminatory against, or bullying or harassment of, any individual, on either an official Aerial Recovery social media channel or a personal account. For example:

- making offensive or derogatory comments relating to sex, gender, race, disability, sexual orientation, age, religion or belief
- using social media to bully another individual
- posting images that are discriminatory or offensive or links to such content

The IRS's Position on Lobbying

In general, no organization may qualify for section 501©(3) status if a substantial part of its activities is attempting to influence legislation (commonly known as *lobbying*). A 501©(3) organization may engage in some lobbying, but too much lobbying activity risks loss of tax-exempt status.

Legislation includes action by Congress, any state legislature, any local council, or similar governing body, with respect to acts, bills, resolutions, or similar items (such as legislative confirmation of appointive office), or by the public in referendum, ballot initiative, constitutional amendment, or similar procedure. It does not include actions by executive, judicial, or administrative bodies.

An organization will be regarded as attempting to influence legislation if it contacts, or urges the public to contact, members or employees of a legislative body for the purpose of proposing, supporting, or opposing legislation, or if the organization advocates the adoption or rejection of legislation.

Organizations may, however, involve themselves in issues of public policy without the activity being considered as lobbying. For example, organizations may conduct educational meetings, prepare and distribute educational materials, or otherwise consider public policy issues in an educational manner without jeopardizing their tax-exempt status.⁴

Protection and Intervention

The responsibility for measures of protection and intervention lies first with the social networking site itself. Different social networking sites offer different models of interventions in different areas. For more information, refer to the guidance available on the social networking site itself. For example, Facebook. However, if a staff member considers that a person/people is/are at risk of harm, they should report this to the Social Media Management Team or the President immediately.

Under 18s and Vulnerable People

Young and vulnerable people face risks when using social networking sites. They may be at risk of being bullied, publishing sensitive and personal information on their profiles, or from becoming targets for online grooming.

Where known, when communicating with young people under 18-years-old via social media, staff should ensure the online relationship with Aerial Recovery follows the same rules as the offline 'real-life' relationship. Staff should ensure that young people have been made aware of the risks of communicating and sharing information online, and given guidance on security/privacy settings as necessary. Staff should also ensure that the site itself is suitable for the young person and Aerial Recovery content and other content is appropriate for them. Please refer to *Aerial Recovery's Safeguarding Policy*.

Responsibilities and Breach of Policy

Everyone is responsible for their own compliance with this policy. Participation in social media on behalf of Aerial Recovery is not a right but an opportunity, so it must be treated seriously and with respect. For staff, breaches of policy may incur disciplinary action, depending on the severity of the issue. Please refer to *Aerial Recovery's Misconduct & Disciplinary Action Policy* for further information on disciplinary procedures. Staff who are unsure about whether something they propose to do on social media might breach this policy, should seek advice from the Social Media Management Team or the President.

NOTE: All staff, board members, volunteers and relevant beneficiaries should sign *Aerial Recovery's 'Media Consent and General Release Acknowledgement and Agreement Form'*

⁴ <https://www.irs.gov/charities-non-profits/lobbying#:~:text=In%20general%2C%20no%20organization%20may,loss%20of%20tax%2Dexempt%20status.>

EXHIBIT J



SAFEGUARDING POLICY

This policy will be reviewed on an ongoing basis. Aerial Recovery will amend this policy, following consultation, where appropriate.

PURPOSE

Aerial Recovery’s charitable activities include working with children and vulnerable adults. The purpose of this policy is to protect these individuals and to provide stakeholders - and the public - with the overarching principles that guide Aerial Recovery’s approach in doing so.

DESIGNATED LEAD BOARD MEMBER

A lead Board Member may be nominated by the President. This individual will be designated to provide oversight of safeguarding matters at Aerial Recovery. They will be responsible as the lead on any incident investigation/s and requisite reporting.

Designated Lead Board Member	To be nominated by the President
-------------------------------------	----------------------------------

APPLICABILITY

This policy applies to anyone working on Aerial Recovery’s behalf, including Aerial Recovery’s Board Members, staff, contractors and volunteers.

Partner organizations that Aerial Recovery has a signed Partnership, Collaboration or Memorandum of Understanding Agreement with will be required to have their own safeguarding procedures that must, as a minimum, meet the standards outlined below, and include any additional legal or regulatory requirements specific to their work. These include, but are not limited to other USA Regulators, if applicable.

Aerial Recovery has aimed to ensure that Safeguarding is appropriately reflected in other relevant policies and procedures followed at the organization.

PRINCIPLES

Aerial Recovery believes that:

- Nobody who is involved in Aerial Recovery’s work should ever experience abuse, harm, neglect or exploitation.

- Everyone has a responsibility to promote the welfare of all of Aerial Recovery’s beneficiaries, staff and volunteers. A responsibility to keep especially children and vulnerable adults safe and to always ensure their protection when working with / for them.
- Everyone has a collective responsibility for creating a culture in which Aerial Recovery’s staff, Members, volunteers, contractors and beneficiaries not only feel safe, but also feel comfortable to speak up if they have any concerns.

TYPES OF ABUSE

Abuse can take many forms, such as physical, psychological, emotional, financial, sexual or institutional abuse. Aerial Recovery acknowledges that abuse includes neglect and exploitation. Signs that may indicate the different types of abuse can be found listed in Appendix 1.

REPORTING CONCERNS

If a crime is in progress, or an individual is in imminent danger, Aerial Recovery insists that the police must be called immediately unless there is an ongoing investigation in which appropriate authorities are already aware.

Beneficiaries, or members of the public are encouraged to make their concerns known to a member of Aerial Recovery’s staff immediately. It is the responsibility of the staff member who is informed to alert a senior member of the charity immediately.

Members of the charity who receive these alerts must escalate these concerns to the President. If they feel unable to do so for any reason, they must speak to a Board Member.

The President or Board Member should report any reasonable suspicion of child abuse or neglect to the appropriate authorities, for example the Tennessee Department of Children's Services (DCS) or local law enforcement unless there is an ongoing investigation in which appropriate authorities are already aware.

Reports of suspected child abuse or neglect can usually be made anonymously, and there are legal protections in place for reporters to encourage them to come forward without fear of retaliation.

It's important for individuals to familiarize themselves with the specific reporting requirements and procedures in Tennessee , as failure to report suspected abuse or neglect can result in legal consequences. Additionally, reporting suspicions promptly can help ensure that children in need receive the necessary protection and support.

Government Guidance on Handling Safeguarding Allegations:

Charitable organizations in Tennessee should be familiar with government guidance on handling safeguarding allegations, which may include recommendations and best practices for preventing, identifying, and responding to instances of abuse, neglect, or other safeguarding concerns. This guidance may be provided by state agencies, such as the Tennessee Department of Children's Services, or national organizations specializing in child welfare and protection.

Overall, charitable organizations in Tennessee have a responsibility to ensure the safety and well-being of individuals served by their programs and activities, and compliance with reporting obligations and safeguarding guidelines is essential to fulfilling this duty.

RESPONSIBILITIES

Board Members: This safeguarding policy will be reviewed and approved by the President & Board of Directors annually.

The President & Board Members must remain aware of and willing to comply with the policy.

A lead Board Member may be given responsibility for the oversight of all aspects of safety, including Whistleblowing and Health & Safety guidelines. This will include:

- Creating a culture of respect, in which everyone feels safe and able to speak up.
- An annual review of safety, with recommendations to the Board.
- Receiving regular reports, to ensure this and related policies are being applied consistently.
- Providing oversight of any lapses in safeguarding.
- And ensuring that any issues are properly investigated and dealt with quickly, fairly, and sensitively, and any reporting to the Police/statutory authorities is carried out.
- Ensuring safeguarding risk assessments are carried out and appropriate action taken to minimize these risks, as part of Aerial Recovery's risk management processes, when necessary.
- Ensuring that all relevant checks are carried out in recruiting staff.
- Planning programs/activities to take into account potential safeguarding risks, to ensure these are adequately mitigated.
- Ensuring that all appointments that require background checks/clearance and safeguarding training are identified, including the level of background checks required based on the role/appointment.
- Ensuring that a central register is maintained and subject to regular monitoring to ensure that background checks/clearances and training are kept up to date.
- Ensuring that safeguarding requirements and responsibilities are reflected in job descriptions, appraisal objectives and personal development plans, as appropriate.
- Listening and engaging, beneficiaries, staff, contractors, volunteers, Board Members, and others and involving them as appropriate.
- Responding to any concerns sensitively and acting quickly to address these.
- Ensuring that personal data is stored and managed in a safe way that is compliant with data protection regulations, including valid consent to use any imagery or video.
- Making staff, volunteers, Board Members, contractors and others aware of:
- Aerial Recovery's safeguarding policy and procedures and their specific safeguarding responsibilities on induction, with regular updates/reminders, as necessary.
- The signs of potential abuse and how to report these.

Everyone: Should be aware of Aerial Recovery's Safeguarding Policy and Procedures, undertake any necessary training, be aware of the risks and signs of potential abuse and, if they have any concerns, to report these immediately (see above).

FUNDRAISING

Aerial Recovery will ensure that it complies with its Ethical Fundraising Policy & Due Diligence Practices.

ONLINE SAFETY

Aerial Recovery will identify and manage online risks by ensuring:

- Volunteers, Board Members and staff understand how to keep themselves safe online. Aerial Recovery may use high privacy settings and password access in meetings to support this.
- The online services Aerial Recovery provides are suitable for its users. For example, age restrictions and password protection will be encouraged to help keep people safe.
- The services the organization uses and/or provides are safe and in line with Aerial Recovery's Values and Code of Conduct Policy and Procedures.
- The organization protects people's personal data and follows data protection legislation.
- The organization clearly explains how users can report online concerns. Concerns may be reported using this policy, or direct to a social media provider using their reporting process.

WORKING WITH OTHER ORGANIZATIONS

In working with other organizations:

- Aerial Recovery will always adhere to its internal policies & regulations and not the other organizations.
- Aerial Recovery aims to work with organizations that have comparable Safeguarding Policies as Aerial Recovery's.
- Aerial Recovery will comply with its Ethical Fundraising & Due Diligence and Grant Management Policies.

Safeguarding Incident

This policy will be reviewed as part of any safeguarding incident investigation, to test that it has been complied with and to see if any improvements might realistically be made to it.

APPENDIX 1 – SIGNS OF ABUSE

Physical Abuse

- bruises, black eyes, welts, lacerations, and rope marks.
- broken bones.
- open wounds, cuts, punctures, untreated injuries in various stages of healing.
- broken eyeglasses/frames, or any physical signs of being punished or restrained.
- laboratory findings of either an overdose or underdose medications.
- individual's report being hit, slapped, kicked, or mistreated.
- vulnerable adult's sudden change in behavior.
- the caregiver's refusal to allow visitors to see a vulnerable adult alone.

Sexual Abuse

- bruises around the breasts or genital area.
- unexplained venereal disease or genital infections.
- unexplained vaginal or anal bleeding.
- torn, stained, or bloody underclothing.
- an individual's report of being sexually assaulted or raped.

Mental Mistreatment/Emotional Abuse

- being emotionally upset or agitated.
- being extremely withdrawn and non-communicative or non-responsive.
- nervousness around certain people.
- an individual's report of being verbally or mentally mistreated.

Neglect

- dehydration, malnutrition, untreated bed sores and poor personal hygiene.
- unattended or untreated health problems.
- hazardous or unsafe living condition (e.g., improper wiring, no heat or running water).
- unsanitary and unclean living conditions (e.g., dirt, fleas, lice on person, soiled bedding, fecal/urine smell, inadequate clothing).
- an individual's report of being mistreated.

Self-Neglect

- dehydration, malnutrition, untreated or improperly attended medical conditions, and poor personal hygiene.
- hazardous or unsafe living conditions.
- unsanitary or unclean living quarters (e.g., animal/insect infestation, no functioning toilet, fecal or urine smell).
- inappropriate and/or inadequate clothing, lack of the necessary medical aids.
- grossly inadequate housing or homelessness.
- inadequate medical care, not taking prescribed medications properly.

Exploitation

- sudden changes in bank account or banking practice, including an unexplained withdrawal of large sums of money.
- adding additional names on bank signature cards.
- unauthorized withdrawal of funds using an ATM card.
- abrupt changes in a will or other financial documents.
- unexplained disappearance of funds or valuable possessions.
- bills unpaid despite the money being available to pay them.
- forging a signature on financial transactions or for the titles of possessions.
- sudden appearance of previously uninvolved relatives claiming rights to a vulnerable adult's possessions.
- unexplained sudden transfer of assets to a family member or someone outside the family.
- providing services that are not necessary.
- individual's report of exploitation.

EXHIBIT K



ETHICAL FUNDRAISING & DUE DILIGENCE POLICY

This policy will be reviewed on an ongoing basis, at least once a year. Aerial Recovery will amend this policy, following consultation, where appropriate.

APPLICABILITY

This policy applies to all trustees, volunteers, employees, contractors, and third-party representatives of the charity. Its requirements should be reflected in other policies and procedures, agreements and contracts, as necessary.

Aerial Recovery partners with a variety of different organizations, projects, programs and initiatives and so it is important to take a risk-based approach to assessing suitability when exploring partnerships and agreements. Aerial Recovery may ask for specific information to be disclosed, as part of the grant/donation application process.

For technical, legal or financial issues, this may involve seeking appropriate professional opinion and guidance.

WHAT IS ETHICAL FUNDRAISING & DONOR DUE DILIGENCE?

Fundraising donor due diligence is the process of assessing the legitimacy, credibility, and ethical practices of organizations and individuals involved by carrying out checks to ensure that the donation complies with legal and ethical standards.

FACTORS TO CONSIDER WHEN ASSESSING THE SCALE OF RISK

- Is the amount of money involved substantial (\$100,000 or above)?
- Is the project/contract particularly sensitive, important, complex or large scale?
- Is the organization/individual well known and respected, or might they hold views, undertake activities or work in an area that may be controversial or potentially problematic?
- How much potential is there for things to go wrong and what's the worst that could happen?

CONDUCTING DUE DILIGENCE

In light of the degree of risk, Aerial Recovery may carry out such checks as are necessary to ensure that these risks are appropriately mitigated.

In respect to people's privacy, Aerial Recovery will only carry out investigations where there is a legitimate business/charitable integrity purpose in doing so, ensure that findings are kept secure, only disclose information to those who need to know and not retain information longer than necessary.

When preparing due diligence reports, Aerial Recovery will be objective, stick to facts, and take into account the reliability of sources to ensure the report is balanced.

FUNDRAISING DUE DILIGENCE - DONOR COMPLIANCE CHECKLIST

Aerial Recovery will undertake reasonable due diligence of donors, to ensure they don't hold views or are involved in activities that might be incompatible with Aerial Recovery's Values, Code of Conduct, mission, vision and charitable objectives. Aerial Recovery is acutely aware of the need to protect the organization and its Members, staff and volunteers reputations. In terms of donations, Aerial Recovery will ensure that any gift over \$100,000 is safe to accept and, doing so, would be in the best interests of the charity.

Aerial Recovery will also consider issues, such as suspicious donations, managing large anonymous gifts, or donations from vulnerable individuals.

BASIC COMPLIANCE CHECKLIST.

- **Legal Check:** Aerial Recovery will endeavor to only accept donations that comply with the Fundraising Code and relevant laws, such as anti-money laundering or sanctions.
- **Reputation Check:** Aerial Recovery will assess potential impact on the organization's reputation. For example, the donor's public image and any past controversies.
- **Ethics Check:** Aerial Recovery will verify alignment with the charity's mission and values.
- **Risk Check:** Aerial Recovery will identify and manage potential risks associated with the donation, such as the financial stability of the donor, if a pledge is to be paid over several years.
- **Transparency Check:** Aerial Recovery will demonstrate transparency and accountability in fundraising practices. For example, by disclosing the source and amounts of large donations, as long as this doesn't violate any privacy laws or agreements with the donor.

If there may be any risk in terms of Aerial Recovery working with individuals who have been placed on any 'Designated Persons' or sanctions lists, Aerial Recovery will conduct the below checks:

ADDITIONAL BASIC CHECKS - ORGANIZATIONS

- If they have a website, check that what they're proposing fits with what's on there. If available, review what it says about key members of their team and, download and review, their annual report/accounts.
- Carry out an internet search. On the company, charity, or, if applicable, and key individuals, to see if there is anything of concern. Aerial Recovery will not only check the first page aware that older issues may be sufficiently serious to still be relevant.
- Aerial Recovery will aim to speak to someone who has worked with them or knows their sector well. Phone calls are best, as people tend to be more open.
- Aerial Recovery will seek references, if appropriate.
- Any conflicts of interest that have been identified will be managed in accordance with Aerial Recovery's Conflict of Interest Policy.

Depending on the nature, location of a project, program, initiative or operational mission - and the degree of risk - applicable additional checks should be carried out, using the framework below.

Ethics - activities that are illegal or incompatible with Aerial Recovery's Values. Issues such as corruption/bribery, criminal activities, discrimination, exploitation of people, or the environment, or involvement with radical groups, or companies, regimes, products or services that conflict with Aerial Recovery's charitable aims/values.

- Aerial Recovery will confirm that there are adequate safeguarding procedures in place and that they are being consistently applied to ensure vulnerable people are kept safe from harm.
- For large organizations, compliance with Acts such as those listed in *Appendix A*
- If suspicions trigger an appropriate checks to be conducted on a potential 'Designated Persons' (see definition in *Appendix B*) and/or 'Designated Organizations and Individuals' defined as "Foreign Terrorist Organizations (FTOS)" or "Specially Designated Global Terrorists (SDGTS)" based on established legal criteria (See *Appendix C*). These checks can be performed by visiting The U.S. Department of State and The U.S. Department of the Treasury websites as these departments regularly update and publish lists of designated entities and individuals on their respective websites.

Donations -Aerial Recovery will consider issues, such as *suspicious donations* such as, managing large anonymous gifts, or those from vulnerable individuals. (see *Appendix D* for a checklist that helps define what should be considered a *suspicious donation*)

Compliance - significant breaches of regulatory or other frameworks, investigations by government agencies/police, court cases, debt default, or disqualifications.

- Aerial Recovery will check with any relevant regulator for reports or other information that might be available.
- Aerial Recovery will confirm registration with any relevant country regulatory body or other trade/professional bodies with the aim of ensuring that any licenses, registration requirements, qualifications or insurances are held and in-date.
- For donors - potentially 'Tainted Charity Donations' which refer to donations made to charitable organizations that are tainted or associated with improper or illegal activities. These activities may include money laundering, terrorist financing, fraud, or other criminal conduct.

Finance – If there are risks of takeover, sustained annual operating losses, level of leverage (debt) too high for their sector, bad credit risk, liquidity (cash flow) issues, weak asset base, unusual, related party or intercompany transactions, or significant amounts of capital being taken out of company, adverse comments by auditors, court judgements, significant recent debt restructuring/profit warnings or redundancies then enhanced due diligence will be required prior to further engagement.

Ability to Deliver - capacity to deliver services/products, track record in delivery, security around key staff (e.g., a small company relying on a single individual), any supply chain issues (e.g., reliance on shipments from overseas), or an organization that has operated in only a single area delivering in an entirely new one.

- Aerial Recovery will check during negotiations and take up references specifically covering any areas of concern.

Reputational Risk – any potential negative media attention, or concerns from other funders/partners from being associated with this company/individual.

Contracts - Aerial Recovery will check that the balance between the costs, benefits and liabilities is fair, and there are no onerous or unreasonable obligations.

Conflicts of Interest - Aerial Recovery will ensure that its' conflict-of-interest policy is complied with.

Additionally, the charitable sector is driven by passion and funding is significantly challenging for many organization's and so it is important to be aware that there is a risk of 'urgent need' clouding thinking. Fundraisers and project leaders may well be best placed to carry out due diligence. However, their findings should be reviewed and approved by someone with the necessary experience and seniority, who is also sufficiently and demonstrably distant from the issue.

Contracts/Agreements – deliverables wholly charitable in nature, clearly specified (quantity/quality/timescale), clear monitoring and reporting throughout and at end of project, with provision to cancel/claw back funding, if necessary.

INDIVIDUALS

There may be circumstances where Aerial Recovery may consider it appropriate to check individuals. There are a variety of checks that could be carried out, including if someone:

- is currently declared bankrupt (or is subject to bankruptcy restrictions or an interim order) or has an individual voluntary agreement (IVA) with creditors (see *Appendix E* for suggestions on how to conduct public searches)
- is disqualified from being a company director (See *Appendix F*)
- has previously been removed as a Board Member by a charity regulatory body due to misconduct or mismanagement.
- Is listed on any USA Registers of court or other judgements

Gift Acceptance & Other Fundraising Policies

Aerial Recovery will not accept funding from a donor where it would not be in the best interests of the charity. For example, if a donor wanted to fund something outside of our charitable objects, or to impose unreasonable conditions or who may be a vulnerable individual or lack competence to make decisions.

Fundraising Due Diligence - Other Than Donors

Fundraising due diligence is not something that applies only to donors. For example, when working with commercial fundraising companies Aerial Recovery will carry out appropriate due diligence to ensure that any companies fundraising on the charity's behalf are operating in line with this Ethical Fundraising Policy and have appropriate oversight and training.

Fundraising Due Diligence – Incident Reporting

In the event Aerial Recovery's due diligence was to uncover a significant problem, the organization would be mindful of its obligations to report major incidents to the appropriate regulatory bodies.

Due Diligence - Anonymous Donations, Sanctions & Scams

When carrying out donor due diligence, Aerial Recovery will be mindful that charities are at risk from attempts to breach sanctions and scams and, donations from anonymous donors, may pose a particular risk. Outlined below are how these should be managed, with additional helpful resources found in *Appendix G*.

Donor Due Diligence - Anonymous and Suspicious Donations

Donations through collection tins and online platforms are often anonymous and any donor may remain anonymous if he or she chooses to. The Charity Commission 'know your' donor principle does not mean Aerial Recovery cannot accept anonymous donations and doing so is perfectly acceptable providing charities look out for suspicious circumstances and put adequate safeguards in place.

The President and the Board will take reasonable and appropriate steps to know who the charity's donors are and will not accept a donation where the risk to the charity is assessed to be greater than the benefit of having the funds donated.

Fundraising Donor Due Diligence - Sanctions

This is a complex area as the sanctions applied can be to individuals, organizations or even countries, the sanctions applied vary and other countries also apply sanctions.

It is against the law to receive money, goods or economic resources from, or send these to – an individual or organization subject to financial sanctions. For resources that can be valuable for charities when seeking guidance and support in implementing effective due diligence, monitoring, and verification processes to protect their funds and fulfill their mission effectively, especially in regards to checking if a country or individual is on a sanctions list, see *Appendix H*.

How Can the Charity's President & Board Identify Suspicious Donations?

There can be no absolute guide to what may be suspicious, but indicators are where significant sums are being donated, particularly if this is unusual, in cash or from overseas. Moreover, any prospective donor who wishes cash to be forwarded in advance or for the charity to pay some of the donation to a third party will always be considered highly suspicious.

Suspicious Fundraising Donations Checklist

The following situations may indicate higher risks:

- Unusual or substantial (100K+ USD Donations), one-off donations or a series of smaller donations or interest-free loans from sources that cannot be identified or checked.
- Being asked to act as a conduit for the passing of a donation to a second body which may or may not be another charity.
- If conditions attached to a donation mean that the charity would merely be a vehicle for transferring funds from one individual or organization to another without the President & the Board being able to satisfy themselves that these have been properly used.
- Where a charity is told it can keep a donation for a certain period of time, perhaps with the attraction of being able to keep any interest earned whilst holding the money, but the principal sum is to be returned at the end of a specified, short, period.

- Where donations are made in a foreign currency, and again unusual conditions are attached to their use, e.g. including a requirement that the original sum is to be returned to the donor in a different currency.
- Where donations are conditional on particular individuals or organizations being used to do work for the charity where the Board may have concerns about those individuals or organizations.
- Where a charity is asked to provide services or benefits on favorable terms to the donor or a person nominated by the donor.

FUNDRAISING DONOR DUE DILIGENCE - COMPLIANCE CHECKLISTS

Listed below are the fundraising donor due diligence compliance checklists and guidance from the Charity Commission E&W and other regulators.

Additional helpful resources can be found in *Appendix G*.

APPENDIX A

FEDERAL LAWS AND INITIATIVES AIMED AT COMBATING HUMAN TRAFFICKING AND MODERN SLAVERY:

1. **Trafficking Victims Protection Act (TVPA):** Enacted in 2000 and subsequently reauthorized, the TVPA is the primary federal law addressing human trafficking. It provides measures to prevent trafficking, protect victims, and prosecute traffickers. The TVPA has been reauthorized several times, most recently in 2017.
2. **The Victims of Trafficking and Violence Protection Act (VTVPA):** This law, passed in 2000 as part of the TVPA, created the T visa, which allows victims of human trafficking to remain in the United States temporarily if they assist law enforcement in the investigation or prosecution of trafficking crimes.
3. **The Federal Acquisition Regulation (FAR) Rule on Combating Trafficking in Persons (TiP):** This rule, implemented in 2015, prohibits U.S. government contractors and subcontractors from engaging in trafficking-related activities and requires them to take specific preventive measures.
4. **The Frederick Douglass Trafficking Victims Prevention and Protection Reauthorization Act of 2018:** This law reauthorized various federal programs and initiatives aimed at combating trafficking and supporting victims.

APPENDIX B

DEFINITION OF DESIGNATED PERSONS

In the context of sanctions, especially regarding compliance and enforcement, the concept of "designated individuals" or "designated parties" is frequently used in the United States. These designations typically arise in the context of sanctions programs administered by the Office of Foreign Assets Control (OFAC), which is a part of the U.S. Department of the Treasury.

Here's how the concept of "designated individuals" works in the context of U.S. sanctions:

1. **Specially Designated Nationals (SDNs):** These are individuals, groups, entities, and governments with whom U.S. persons are generally prohibited from engaging in transactions under various economic sanctions programs. SDNs are designated by OFAC and listed on the SDN List. The SDN List includes terrorists, narcotics

traffickers, weapons proliferators, and other individuals and entities deemed to pose a threat to U.S. national security or foreign policy interests.

2. Blocked Persons or Entities: U.S. persons are prohibited from engaging in any transactions with individuals or entities whose property and interests in property are blocked pursuant to OFAC sanctions regulations. These individuals or entities are often referred to as "blocked persons" or "blocked parties."

3. Foreign Terrorist Organizations (FTOs): These are organizations designated by the U.S. Secretary of State as foreign terrorist organizations. Financial institutions are generally prohibited from engaging in transactions with FTOs or their members.

4. Specially Designated Global Terrorists (SDGTs): These are individuals and entities designated by OFAC as SDGTs due to their involvement in terrorist activities or support for terrorism. Transactions with SDGTs are generally prohibited.

5. Other Designated Individuals or Entities: Besides OFAC-administered sanctions programs, other U.S. government agencies may also designate individuals or entities for various reasons, such as export control violations, human rights abuses, or corruption. These designations may result in similar prohibitions on transactions with the designated parties.

These designations play a crucial role in U.S. sanctions enforcement efforts and are aimed at isolating sanctioned individuals and entities from the U.S. financial system and economy. U.S. persons, including individuals and entities subject to U.S. jurisdiction, are required to comply with OFAC sanctions regulations and are prohibited from engaging in transactions involving designated individuals and entities, absent specific authorization or an applicable exemption.

APPENDIX C

DESIGNATING SPECIFIC ORGANIZATIONS AND INDIVIDUALS AS "FOREIGN TERRORIST ORGANIZATIONS (FTOS)" OR "SPECIALLY DESIGNATED GLOBAL TERRORISTS (SDGTs)" BASED ON ESTABLISHED LEGAL CRITERIA.

1. Foreign Terrorist Organizations (FTOs): These are organizations designated by the U.S. Secretary of State as foreign terrorist organizations under Section 219 of the Immigration and Nationality Act (INA). To be designated as an FTO, an organization must meet the following criteria:

- It must be a foreign organization.
- It must engage in terrorist activity or terrorism, or retain the capability and intent to engage in terrorist activity or terrorism.
- Its terrorist activity or terrorism must threaten the security of U.S. nationals or the national security (national defense, foreign relations, or the economic interests) of the United States.

Once designated as an FTO, the organization is subject to various legal consequences, including criminal penalties for individuals providing material support or resources to the organization.

2. Specially Designated Global Terrorists (SDGTs): These are individuals and entities designated by the U.S. Department of the Treasury under Executive Order 13224 as SDGTs due to their involvement in or support for terrorism. The criteria for SDGT designation include:

- Being designated as a terrorist or terrorist supporter by the U.S. government or the United Nations Security Council.

- Engaging in, supporting, or facilitating terrorist acts or providing financial, material, or technological support to terrorist groups or acts of terrorism.

SDGT designation imposes financial and other sanctions on designated individuals and entities, including asset freezes and prohibitions on transactions with U.S. persons.

While there isn't a comprehensive list of all organizations designated as FTOs or individuals designated as SDGTs, the U.S. Department of State and the U.S. Department of the Treasury regularly update and publish lists of designated entities and individuals on their respective websites. These lists include organizations such as al-Qaeda, ISIS (Islamic State of Iraq and Syria), Hezbollah, and many others.

■ APPENDIX D SUSPICIOUS DONATIONS CHECKLIST

■ How can trustees identify suspicious donations?

The key to identifying suspect donations is to look out for exceptional features, such as unusually large amounts, conditions or complex banking and transfer arrangements, or a donation which in reality is some kind of loan.

Unsolicited donations might be suspect, particularly if the trustees are unable to satisfy themselves about the credentials of the people involved, or the appropriateness of the donation or loan. Donations may take forms other than money, for example shares or goods. Trustees should, of course, remember that the donor might be entirely legitimate, but they should not rule out the possibility that somebody is trying to exploit the charity.

The following situations may indicate higher risks:

- unusual or substantial one-off donations or a series of smaller donations or interest-free loans from sources that cannot be identified or checked by the charity
- where a charity is asked to act as a conduit for the passing of a donation to a second body which may or may not be another charity
- if conditions attached to a donation mean that the charity would merely be a vehicle for transferring funds from one individual or organization to another without the trustees being able to satisfy themselves that they have been properly used
- where a charity is told it can keep a donation for a certain period of time, perhaps with the attraction of being able to keep any interest earned whilst holding the money, but the principal sum is to be returned at the end of a specified, short, period
- where donations are made in a foreign currency, and again unusual conditions are attached to their use, e.g. including a requirement that the original sum is to be returned to the donor in a different currency
- where donations are conditional on particular individuals or ORGANIZATIONS being used to do work for the charity where the trustees have concerns about those individuals or ORGANIZATIONS
- where a charity is asked to provide services or benefits on favorable terms to the donor or a person nominated by the donor

APPENDIX E

BANKRUPTCY AND INSOLVENCY PUBLIC SEARCH OPTIONS (INDIVIDUALS)

In the United States, bankruptcy filings are a matter of public record, and there are several ways to search for bankruptcy and insolvency information:

26. **PACER (Public Access to Court Electronic Records):** PACER is the federal courts' electronic public access system that allows users to obtain case and docket information from federal appellate, district, and bankruptcy courts. Users can search for bankruptcy filings by case number, party name, or other criteria. PACER charges a small fee for accessing documents and docket information.
27. **Bankruptcy Court Websites:** Many bankruptcy courts have their own websites where users can search for bankruptcy case information. These websites may offer online search tools or provide instructions on how to access bankruptcy records in person or through other means.
28. **Third-Party Services:** There are third-party websites and services that offer access to bankruptcy records and information for a fee. These services may provide more user-friendly search interfaces or additional features compared to PACER.
29. **Credit Reporting Agencies:** Credit reporting agencies like Equifax, Experian, and TransUnion may include information about bankruptcy filings in credit reports. Individuals can request their own credit reports or use credit monitoring services to access this information.
30. **Local Public Records Offices:** In some cases, bankruptcy filings may be available through local public records offices or county clerk's offices. However, availability and access methods may vary depending on the jurisdiction.

It's important to note that bankruptcy records typically contain sensitive financial information, and access to these records may be subject to certain restrictions or privacy laws. Additionally, while bankruptcy filings are public records, accessing and using bankruptcy information for improper purposes may be prohibited by law.

APPENDIX F

COMPANY DIRECTOR DISQUALIFICATIONS

In the United States, searching for public records related to company director disqualifications can vary depending on the jurisdiction and the type of disqualification. Here are some general steps you can take to search for this information:

1. **State Business Registry:** Each state maintains a business registry or secretary of state website where you can search for information about registered businesses, including their directors and officers. You can typically search by the name of the company to find information about its directors.
2. **Federal Agencies:** Certain federal agencies, such as the Securities and Exchange Commission (SEC) or the Federal Trade Commission (FTC), may maintain databases or records related to company directors, particularly in cases involving securities fraud or violations of federal laws.
3. **Court Records:** If a company director has been disqualified by a court order, you may be able to find information about the disqualification in court records. Many courts provide online access to case dockets and documents, which you can search using the director's name or the name of the company.
4. **Public Notices:** In some cases, director disqualifications may be announced or published in local newspapers, trade publications, or other public notices. Searching online archives or databases of these publications may provide information about disqualifications.
5. **Third-Party Services:** There are third-party services and databases that compile public records information, including information about company directors and officer disqualifications. These services may offer more comprehensive search capabilities or provide alerts for new disqualifications.
6. **Professional Licensing Boards:** If the director holds a professional license, such as a license to practice law or accounting, you may be able to search for disciplinary actions or disqualifications through the relevant licensing board or agency.

It's important to note that accessing certain types of public records, such as court records or disciplinary actions, may require you to pay a fee or visit the relevant government office in person. Additionally, the availability and accessibility of public records may vary depending on the jurisdiction and the specific circumstances of the case.

APPENDIX G

Here are some helpful links to websites and resources in the USA that provide guidance and tools for protecting charities from harm, specifically focusing on due diligence, monitoring, and verifying the end use of charitable funds:

1. **Internal Revenue Service (IRS):**
 - **Charities & Non-Profits:**
 - Website: [IRS Charities & Non-Profits](#)
 - Description: The IRS provides resources and guidance for tax-exempt organizations, including information on compliance, governance, and financial management. This includes resources on due diligence, monitoring, and reporting requirements for charities.
2. **National Council of Nonprofits:**
 - **Resource Library:**
 - Website: [National Council of Nonprofits - Resource Library](#)
 - Description: The National Council of Nonprofits offers a comprehensive resource library with articles, guides, templates, and tools covering various topics related to nonprofit management and governance, including financial oversight and risk management.
3. **Guidestar:**
 - **Nonprofit Directory:**

- Website: Guidestar Nonprofit Directory
 - Description: Guidestar is a leading source of information on nonprofit organizations. Their nonprofit directory allows users to search for charities and access information on their finances, governance, and programs. It can be useful for conducting due diligence on potential partners or recipients of charitable funds.
4. **Better Business Bureau Wise Giving Alliance (BBB WGA):**
- **Standards for Charity Accountability:**
 - Website: BBB WGA Standards for Charity Accountability
 - Description: BBB WGA sets standards for charity accountability, governance, and transparency. Their website provides information on best practices for nonprofits, including guidelines for due diligence, monitoring, and reporting on the use of charitable funds.
5. **Association of Certified Fraud Examiners (ACFE):**
- **Fraud Resources for Nonprofits:**
 - Website: ACFE Fraud Resources for Nonprofits
 - Description: ACFE offers resources and guidance for nonprofits on fraud prevention, detection, and investigation. Their website includes articles, case studies, and tools specifically tailored to the needs of nonprofit organizations.
6. **Nonprofit Risk Management Center:**
- **Resources & Publications:**
 - Website: Nonprofit Risk Management Center Resources
 - Description: The Nonprofit Risk Management Center provides resources, publications, and training on risk management practices for nonprofit organizations. Their website offers articles, guides, and webinars on financial oversight, due diligence, and monitoring of charitable funds.

APPENDIX H

These resources can be valuable for charities seeking guidance and support in implementing effective due diligence, monitoring, and verification processes to protect their funds and fulfill their mission effectively.

To check if a country or individual is on a sanctions list, you can follow these steps:

1. **Consult Official Government Websites:** Government agencies responsible for imposing sanctions typically maintain official lists of sanctioned countries, entities, and individuals. For example:
 - In the United States, you can check the Treasury Department's Office of Foreign Assets Control (OFAC) website for lists of sanctioned countries, entities, and individuals.
 - In the European Union, you can consult the website of the European External Action Service (EEAS) for information on EU sanctions.
2. **Use Online Tools and Databases:** There are online tools and databases that compile and consolidate information from various government sources, making it easier to search for individuals and entities subject to sanctions. Examples include:
 - OFAC's Sanctions List Search: Allows users to search for individuals and entities on OFAC's sanctions lists.
 - The Consolidated List of Financial Sanctions Targets: Maintained by the UK's Office of Financial Sanctions Implementation (OFSI), this database includes individuals and entities subject to UK financial sanctions.

3. **Check International Organizations' Websites:** International organizations such as the United Nations Security Council may impose sanctions on countries, entities, and individuals. You can check their websites for information on sanctions regimes and designated individuals:
 - United Nations Security Council Sanctions Lists: Provides information on individuals, groups, and entities subject to UN sanctions.
4. **Consult Legal and Compliance Professionals:** Legal and compliance professionals who specialize in sanctions compliance can provide guidance and assistance in determining whether a country or individual is subject to sanctions.
5. **Subscribe to Updates and Alerts:** Many government agencies and third-party providers offer subscription services to receive updates and alerts about changes to sanctions lists. This can help you stay informed about new designations and updates to existing sanctions regimes.

When conducting checks for sanctions lists, it's important to ensure that you're using reliable and up-to-date sources of information, as sanctions lists can change frequently due to updates, additions, and removals of individuals and entities. Additionally, compliance with sanctions laws and regulations may vary depending on your jurisdiction and the specific circumstances of your business or activities. If you have any doubts or concerns, it's advisable to seek guidance from legal or compliance professionals.