

California Charitable Fundraising Platform Disclosure Agreement

Updated July 13, 2026

This California Charitable Fundraising Platform Disclosure Agreement (“**Disclosure Agreement**”) forms a part of the [Master Services Agreement](#) (the “**MSA**”) entered into by and between Pro Tech Associates, LLC (“**Protech**”, “**our**”, “**ours**”, or “**us**”), and you, the company or other legal business entity utilizing our products and/or services pursuant to the MSA (“**you**”, “**your**”, or “**yours**”). Any capitalized term used in this Disclosure Agreement but not defined will have the meaning given to it in the MSA.

THIS DISCLOSURE AGREEMENT APPLIES IF, AND ONLY IF, YOU ARE A NON-PROFIT (OR HAVE A FOUNDATION THAT IS A NON-PROFIT) THAT UTILIZES OUR PLATFORM TO SOLICIT AND ACCEPT DONATIONS FROM CALIFORNIA RESIDENTS.

The Parties enter into this Disclosure Agreement to comply with the Act (as defined below). Under the Act, the State of California requires Protech to provide certain disclosures to, and obtain certain donation information from, you, as further set forth below.

1. **California Regulation.** Pursuant to Title 2, Division 3, Part 2, Chapter 6, Article 7 of the California Government Code (the Supervision of Trustees and Fundraisers Charitable Purposes Act (the “**Act**”)), Protech is deemed to be a “Charitable Fundraising Platform” under the Act because (a) our platform offers a function that permits you to solicit and accept charitable donations from California residents (“**Donations**”), and (b) you are a non-profit (or have a foundation that is a non-profit) that utilizes this function to solicit and accept such Donations. As a result, Protech has certain obligations set forth in this Disclosure Agreement that are legally required by the Act.

2. **Consent to Use Name on Platform.** Pursuant to the Act, you hereby give Protech express consent to identify your name on our platform with respect to any solicitation for Donations which you facilitate through the use of our platform.

3. **Disclosure Requirements.** Pursuant to the Act, Protech discloses the following information:

- a. The total amount of fees charged by Protech for each Donation will be as set forth in the Agreement (including any documents or agreements incorporated therein) or otherwise disclosed to you electronically;
- b. The time period for sending Donations to you will be as determined by your payment processor, but is typically between two and five days. You should confirm the exact timing with your payment processor;
- c. You have the right to review and approve information on our platform with respect to your solicitation; and
- d. You are allowed to acknowledge persons who make Donations if the donors choose to share their information with you for this purpose.

Additionally, you must provide a conspicuous disclosure to donors about the instances in which you will be deemed ineligible to receive funds as a result of not being in good standing as set forth in [Section 4\(b\)](#) (Obligation to Remain in Good Standing).

4. **Obligation to Remain in Good Standing.**

- a. You must maintain good standing with the applicable state and federal reporting agencies, including the IRS and, if you solicit donations from California residents, the California Attorney General and the California Franchise Tax Board.
- b. **If you are not in good standing, or fall out of good standing, Protech cannot legally permit donations to be made to you through our platform. Accordingly, if you are not in good standing, or fall out of good standing, with the IRS, the California Attorney General, or the California Franchise Tax Board, Protech will disable the donation feature on our platform, or if we are unable to disable the donation feature, we will prohibit you from processing any transactions through your payment processor, until you regain your good standing status.**

5. **Cooperation.** You agree to cooperate with Protech to provide any information reasonably required by us to ensure our compliance with the Act with respect to Donations made through our platform.

6. **Privacy.** All information submitted to the California Attorney General pursuant to the Act will be subject to the Privacy Notice found here: <https://oag.ca.gov/system/files/media/Privacy.pdf>.