LEND A HAND FOUNDATION, INC.

CONFLICT OF INTEREST POLICY   Effective Date: June 10th, 2026

ARTICLE I – PURPOSE

The purpose of this Conflict of Interest Policy is to protect the integrity, independence, charitable mission, tax-exempt status, assets, reputation, and decision-making processes of Lend A Hand Foundation, Inc. (the "Foundation"). This Policy is intended to ensure that decisions affecting the Foundation are made solely in furtherance of the Foundation's charitable purposes and not for the personal, financial, professional, family, business, or other private benefit of any individual or entity.

This Policy shall be interpreted consistently with applicable Kentucky nonprofit corporation law, the Foundation's Articles of Incorporation, Bylaws, tax-exempt purposes, and any applicable federal tax-exemption requirements. If any provision of this Policy conflicts with controlling law, the law shall govern and the remaining provisions shall remain in effect.

ARTICLE II – APPLICABILITY

This Policy applies to all Directors, Officers, committee members, volunteers, advisors, contractors, consultants, and any other person participating in Foundation governance, charitable assistance decisions, donation administration, vendor selection, financial oversight, grant review, or operational activities.

Covered Persons are expected to act in good faith, with ordinary care, in a manner reasonably believed to be in the best interests of the Foundation, and in furtherance of the Foundation's charitable mission.

ARTICLE III – DEFINITIONS

"Conflict of Interest" means any actual, potential, perceived, direct, or indirect interest that may impair, influence, or appear to influence the independent judgment of a Covered Person.

"Covered Person" means any Director, Officer, committee member, volunteer, advisor, contractor, consultant, or other person subject to this Policy.

"Financial Interest" means any ownership interest, compensation arrangement, investment interest, creditor relationship, business opportunity, or other financial benefit.

"Related Party" means a spouse, domestic partner, parent, child, sibling, grandparent, grandchild, in-law, household member, business partner, employer, employee, contractor, affiliate, or entity controlled by a Covered Person.

"Interested Person" means any Covered Person who has, directly or indirectly, a Financial Interest, personal interest, professional interest, or fiduciary relationship that may be affected by a Foundation decision or transaction.

"Material Facts" means the facts reasonably necessary for the Board or authorized committee to understand the nature, scope, value, parties, risks, alternatives, and potential private benefit associated with a proposed transaction or decision.

ARTICLE IV – DUTY TO DISCLOSE

Each Covered Person shall promptly disclose any actual, potential, or perceived Conflict of Interest.

Disclosure must be full, written when practicable, and sufficient to identify the nature of the interest, the persons or entities involved, and the facts necessary for an informed review.

Disclosure shall occur:

• Prior to deliberation;

• Prior to voting;

• Upon becoming aware of the conflict;

• During annual conflict disclosures; and

• Whenever circumstances materially change.

ARTICLE V – PROHIBITED CONDUCT

No Covered Person shall:

• Use Foundation assets for personal benefit;

• Direct charitable assistance to themselves;

• Influence assistance decisions involving a Related Party;

• Accept improper gifts or favors;

• Use confidential Foundation information for personal gain;

• Participate in self-dealing transactions;

• Cause the Foundation to enter transactions that primarily benefit private interests rather than charitable purposes.

• Receive any loan from the Foundation, whether direct or indirect, except where expressly permitted by applicable law and approved by disinterested Directors;

ARTICLE VI – RURAL NEIGHBOR RELATIONSHIPS

Because the Foundation may utilize the Rural Neighbor platform for charitable service delivery, special conflict rules apply.

No Director, Officer, employee, contractor, owner, shareholder, advisor, or representative of Rural Neighbor may participate in a Foundation decision involving:

• Their own financial interests;

• Compensation arrangements;

• Vendor selection affecting them;

• Assistance applications involving themselves or Related Parties;

• Transactions in which they have a material interest.

Any such individual shall disclose the conflict and recuse themselves.

ARTICLE VII – DONOR INFLUENCE

Donors shall not receive governance rights, voting rights, preferential treatment, guaranteed assistance outcomes, or authority to direct charitable assistance decisions solely because of their donations.

The Foundation shall not permit charitable decisions to be controlled by donor influence.

ARTICLE VIII – RECUSAL PROCEDURES

Upon disclosure of a Conflict of Interest:

The Interested Person may provide factual information requested by the Board or committee, but shall not be present for final deliberation or vote unless the disinterested Directors determine that limited participation is necessary and appropriate.

• The conflict shall be documented;

• The Board shall determine whether a conflict exists;

• The affected individual shall leave the discussion if requested;

• The affected individual shall not vote;

• The recusal shall be reflected in the meeting minutes.

A conflicted transaction shall be approved only by disinterested Directors or a duly authorized committee composed solely of disinterested Directors. A single Director may not approve, authorize, or ratify a conflicted transaction.

ARTICLE IX – REVIEW OF CONFLICTED TRANSACTIONS

A conflicted transaction may only be approved if the Board determines:

- The transaction is fair;
- The transaction is reasonable;
- Comparable alternatives were considered when appropriate;
- The transaction serves the Foundation’s best interests;
- The transaction supports charitable purposes.

The Interested Person shall bear the burden of demonstrating that a transaction involving their direct or indirect interest is fair to the Foundation if fairness is relied upon as a basis for approval.

The Board may obtain bids, market comparisons, independent professional advice, or other information when reasonably necessary to determine whether the transaction is fair, reasonable, and in the Foundation’s best interests.

ARTICLE X – ANNUAL DISCLOSURE REQUIREMENT

Each Director and Officer shall annually complete a Conflict of Interest Disclosure Statement.

The disclosure shall identify:

- Employment relationships;
- Board positions;
- Vendor relationships;
- Ownership interests;
- Family relationships;
- Relationships with Rural Neighbor; and
- Other interests reasonably likely to create a conflict.

Failure to submit a required annual disclosure may result in temporary suspension from voting, committee participation, assistance-review activity, or other Foundation responsibilities until the disclosure is completed.

ARTICLE XI – CONFIDENTIALITY

Covered Persons shall protect confidential and restricted information obtained through Foundation activities and shall not disclose such information except as authorized or required by law.

Confidential information includes applicant information, donor records, financial records, assistance decisions, platform data, internal deliberations, legal communications, and any nonpublic information obtained through service to the Foundation.

ARTICLE XII – INVESTIGATIONS

The Board may investigate suspected violations of this Policy and may require additional disclosures, supporting documentation, interviews, or other information reasonably necessary to evaluate a potential conflict.

During an investigation, the Board may restrict the Interested Person's access to confidential information, voting rights, committee activity, or other Foundation functions when reasonably necessary to protect the Foundation.

ARTICLE XIII – VIOLATIONS

Violations may result in:

• Removal from committees;

• Removal from office;

• Removal from the Board;

• Termination of volunteer status;

• Contract termination;

• Legal action where appropriate.

• Referral to appropriate governmental, regulatory, or law enforcement authorities when required or appropriate.

ARTICLE XIV – RECORD RETENTION

Conflict disclosures, recusal records, investigations, Board determinations, and related documentation shall be maintained in accordance with the Foundation's Data Storage and Retention Policy.

Records shall include the name of the Interested Person, the nature of the conflict, the material facts disclosed, persons present for discussion and vote, the recusal taken, the vote of disinterested Directors, and the basis for the Board's determination.

ARTICLE XV – POLICY REVIEW

This Policy shall be reviewed periodically by the Board and may be amended as necessary to preserve compliance, transparency, accountability, and public trust.

The Board shall review this Policy at least annually or more frequently if required by changes in law, operations, charitable programming, technology platforms, donor arrangements, or risk exposure.

ARTICLE XVI – NO PRIVATE INUREMENT OR IMPERMISSIBLE PRIVATE BENEFIT

No part of the Foundation's net earnings, assets, charitable assistance, services, or operational benefits shall inure to the private benefit of any Director, Officer, Covered Person, donor, founder, insider, Related Party, or private individual except as permitted by law and in direct furtherance of the Foundation's charitable purposes.

ARTICLE XVII – RELATIONSHIP TO OTHER POLICIES

This Policy shall be read together with the Foundation's Bylaws, Gift Acceptance Policy, Donor Privacy Policy, Assistance Review procedures, Data Storage and Retention Policy, Whistleblower Policy, and any other governance policy adopted by the Board. If policies overlap, the stricter safeguard shall apply unless the Board determines otherwise in writing.

ARTICLE XVIII – AUTHORITY AND ADMINISTRATION

The Board is responsible for administering this Policy. The Board may delegate review duties to a committee, Officer, or advisor, provided that final approval of conflicted transactions remains with disinterested Directors or an authorized committee acting in compliance with applicable law and the Foundation's governing documents.

CERTIFICATION

Each Director and Officer shall certify annually that they:

1. Have received this Policy;
2. Have read and understood this Policy;
3. Agree to comply with this Policy; and
4. Will promptly disclose any actual, potential, or perceived conflicts of interest.

DISCLOSURE STATEMENT

I disclose the following actual, potential, or perceived conflicts of interest, financial interests, Related Party relationships, Rural Neighbor relationships, vendor relationships, donor relationships, or other interests that may affect my duties to the Foundation:

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Name: ________________________________ Signature: ________________________________
Date: __________________